

PROFESSIONAL SERVICES AGREEMENT

This agreement ("Agreement") for professional services is entered into by and between the City of Lawrence, Indiana, by and through its Storm Water Management District Board (the "City"), the City of Lawrence Utilities, by and through the Utility Service Board of the City of Lawrence, Indiana ("Utilities"), and Cloudpoint Geospatial, Inc. ("Contractor"). The City, Utilities, and Contractor may each be referred to herein individually as a "Party" and collectively as the "Parties."

1.0 SERVICES

Contractor shall provide services to the City and Utilities as outlined in Attachment A to this Agreement, Scope of Services.

2.0 TERM

The term of this Agreement shall begin on July 29, 2026 and terminate on December 31, 2026, unless terminated earlier in accordance with this Agreement. A renewal or extension shall be only by written instrument signed by the City, Utilities, and Contractor 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 City and Utilities for Contractor's services under this Agreement shall not exceed Twenty-Seven Thousand Eight Hundred Dollars and 00/100 (\$27,800.00). The cost for Contractor's services shall be split between the City and Utilities, with each Party responsible for its share of the total cost for Contractor's services as outlined in the Cost Allocation table provided in Attachment B, Fees. Contractor shall submit detailed invoices on a monthly basis with the appropriate documentation to validate any fees or expenses associated with any authorized reimbursements. Fees and rates for any services provided under this Agreement and any authorized reimbursable expenses shall be those set forth in Attachment B to this Agreement, Fees.
- (b) Contractor shall, as a condition precedent to this Agreement, provide an IRS Form W-9 to the City and Utilities. Compensation will be directed to the entity and address indicated on the IRS Form W-9.
- (c) The City and Utilities have the right to retain final payments if services were not rendered in accordance with this Agreement. The final invoice shall be delivered to the City and Utilities 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 or Utilities. 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 or Utilities for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate the City or Utilities 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 and Utilities 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:

Type of Insurance	Minimum Required Coverage
Worker's Compensation Employer's Liability	Statutory (as defined by the Indiana Worker's Compensation Statute) \$1,000,000 each accident \$1,000,000 policy limit \$1,000,000 each employee
General Liability (including Contractual)	\$1,000,000 per Occurrence / \$2,000,000 in the aggregate (includes Property Damage/ Bodily Injury, Products – Completed Operations, Personal & Advertising Injury)
Automobile Liability (including owned & non-owned)	\$1,000,000 Combined Single Limit
Excess/Umbrella over General Liability, Employers Liability, Auto Liability	\$1,000,000
Cyber Insurance including Privacy Notification and Response Expenses	\$1,000,000 for general service providers; or \$2,000,000 for service providers that are considered technology vendors and/or Business Associates
Institution as Additional Insured	Contractor will add the City and Utilities, its officers, agents and employees, as an additional insured under the commercial general and automobile liability policies.

7.0 INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee"), its 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 Indemnitor's, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by negligent or wrongful act or omission negligent or wrongful act or omission or breach of any provision of this Agreement, notwithstanding the foregoing, Consultant shall have no obligation to indemnify Client for claims arising from: (i) Client's misuse of the Services; (ii) Client's modification of the deliverables; or (iii) Client's own negligence or willful misconduct. Such indemnity shall include reasonable attorney's fees and all cost and other expenses arising therefrom or incurred in connection therewith and shall be limited to the Limitation of Liability as specified herein. The City and Utilities 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 or Utilities.

8.0 LIMITATION OF LIABILITY

In recognition of the relative risks, rewards, and benefits of the software and support services covered under this Agreement to the Parties, the Parties agree, to the fullest extent permitted by law, that the Contractor's total liability to the City and Utilities for any and all injuries, damages, claims, losses, or expenses arising out of this Agreement from any cause or causes (including negligence, errors, omissions, strict liability, breach of contract, or breach of warranty) shall be limited to Two Hundred Fifty Thousand Dollars (\$250,000) or the fees paid to Contractor as described under Section 3.0 of this Agreement in the 12-month period preceding the event giving rise to the claim, whichever is less. Additionally, in no event will Contractor be liable to the City and Utilities for any incidental, special, exemplary, punitive, consequential, or indirect damages (including loss of profits, loss of data, or service interruptions) arising out of or in connection with the Services or this Agreement.

Notwithstanding the foregoing, the limitations of liability set forth in this Section shall not apply to claims arising from Contractor's gross negligence, willful misconduct, fraud, infringement of intellectual property rights, or breach of its confidentiality, privacy, or data security obligations. The limitations of liability set forth in this Section shall apply regardless of the existence of any insurance and shall not be expanded by the types or limits of insurance required under this Agreement.

9.0 NOTICE

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

CONTRACTOR:	CITY:	UTILITIES:
Cloudpoint Geospatial, Inc. 928 W. Mt. Vernon Street Metamora, IL 61548 877-377-8124	The City of Lawrence ATTN: DPW Director 9001 E. 59 th Street Lawrence, IN 46216	Lawrence Utilities ATTN: Superintendent 9201 Harrison Park Ct Lawrence, IN 46216

Contractor shall also provide a copy of any notice or correspondence required to be sent under

this Agreement to The City of Lawrence, ATTN: Corporation Counsel, 9001 E. 59th Street, Lawrence, IN 46216.

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 and signed by the City, Utilities, and Contractor. In the event the services performed by Contractor are not acceptable to the City or Utilities, Contractor shall honor the requests of the City or Utilities to make changes to the services at no additional charge, so long as the scope of the services does not change.

11.0 NON-SOLICITATION AND CONVERSION FEE

During the term of this Agreement and for a period of twelve (12) months following its termination or expiration, the City and Utilities shall not, directly or indirectly, solicit for employment, hire, or retain as an independent contractor any employee or contractor of Contractor who was involved in the performance of services under this Agreement.

Notwithstanding the foregoing, the City or Utilities may elect to hire such individual provided that Party seeking to hire such individual pays to Contractor a conversion fee equal to twenty-five percent (25%) of the individual's then-current annual salary (or annualized contract rate). This fee shall be due and payable within thirty (30) days of the individual's commencement of work for the City or Utilities and shall be paid by the hiring Party. This provision shall not apply to individuals who respond to a general, public advertisement for employment not specifically targeted at Contractor's personnel.

12.0 NONDISCRIMINATION

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, 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, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of the Agreement.

13.0 DEBARMENT AND SUSPENSION

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.

14.0 FORCE MAJEURE

No 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, any 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 Parties 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.

15.0 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 City or Utilities 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 thirty (30) calendar days' written notice of the City or Utilities' intent to termination and (2) an opportunity for consultation with the City and Utilities prior to termination. If the City or Utilities 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 foreseen by the City or Utilities to be incurred by reason of Contractor's default. In determining the amount of final payment to be 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 City or Utilities for the City or Utilities' convenience provided that Contractor is given (1) not less than thirty (30) calendar days' written notice of the City or Utilities' intent to terminate and a reasonable opportunity to cure any alleged default; and (2) an opportunity for consultation with the City and Utilities prior to termination. If the City or Utilities terminates for the City or Utilities' 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 the City or Utilities convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise; (2) deliver or otherwise make available to the City and Utilities 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 City and Utilities, upon the City or Utilities request, a closing report containing a brief description of any outstanding issues or matters pending at the time of termination, including any upcoming 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 City or Utilities. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 15.0(b)(i).
- (d) Prior to terminating this Agreement pursuant to Section 15.0(a) or 15.0(b), the City shall provide written notice to Utilities, and Utilities shall provide written notice to the City, as applicable, as soon as reasonably practicable. Any termination by either the City or Utilities under Section 15.0(a) or 15.0(b) shall terminate this Agreement in its entirety.

16.0 TERMINATION FOR FAILURE OF FUNDING

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City or Utilities are at any times insufficient or not forthcoming through failure for any entity to appropriate funds or otherwise, the City and Utilities 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.

17.0 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 Parties 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.

18.0 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 and Utilities. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor, the City, and Utilities may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities regarding all nondisputed work without delay, any additional costs incurred by the City, Utilities, 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 or Utilities for such costs. The City and Utilities may withhold payments on disputed items pending resolution of the dispute.

19.0 ASSIGNMENT

The City, Utilities, and Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other Parties 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 and Utilities. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or Utilities.

20.0 COMPLIANCE WITH E-VERIFY PROGRAM

As required by IC §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 IC §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.

21.0 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.

22.0 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, Scope of Services. Contractor shall ensure that all personnel who are performing services under this Agreement maintain any necessary, current, valid, and unrestricted licenses or certifications required to perform their duties in accordance with applicable laws and regulations.

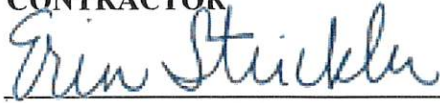
23.0 ELECTRONIC SIGNATURES

The Parties agree to signature both in counterparts and by email.

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IN WITNESS THERETO, the parties have executed this Agreement.

CONTRACTOR



Erin Strickler, Vice President
Cloudpoint Geospatial, Inc.

DATE: July 29, 2026

THE CITY OF LAWRENCE, INDIANA

Brad Klopfenstein, Chair
Storm Water Management District Board

DATE: _____

THE CITY OF LAWRENCE UTILITIES

Steven Hall, Chair
Utility Service Board

DATE: _____

ATTACHMENT A: SCOPE OF SERVICES

Managed GIS Services (ArcGIS Enterprise Administration with Azure Cloud)

Professional Managed GIS Services will be provided to the City and Utilities on an on-going basis throughout the length of the Agreement. These services will be provided on a Microsoft Azure account that is owned by the City and managed by Contractor's staff.

Implementation is to be provided by others and costs for this are not included in this Agreement. Additionally, pricing listed in this Agreement do not include Azure costs. The Azure costs are the responsibility of the City and may be subject to change based on increased demand on the City or Utilities' needs. These services will be provided on the ArcGIS Enterprise platform and will be carried out by a dedicated project manager who will provide system maintenance of the Azure cloud environment associated with the City's ArcGIS Enterprise environment. All services will be provided remotely unless requested by the City or Utilities, in which case reasonable travel charges will apply (see Attachment B, Fees).

The City and Utilities has staff that will handle day-to-day GIS operations, with Contractor assisting to operate and maintain the ArcGIS Enterprise system in Azure where the GIS data lives. The services described below will provide that support.

Administrative Services

Dedicated Project Manager: The designated project manager for these services will be a certified GIS Professional as designated by the GIS Certification Institute (GISCI). They will provide ongoing consultation to the City and Utilities regarding their ArcGIS Enterprise and Azure needs.

General GIS Assessment: The project team will review the existing GIS environment and provide the following:

- Existing ArcGIS Enterprise infrastructure diagram
- Database schema reports for authoritative databases
- Licensing reports for ArcGIS Online/ArcGIS Enterprise
- Item report for ArcGIS Online/ArcGIS Enterprise Content
- Web Map Layer summary
- ADA Web Accessibility Compliance summary for public facing Web Applications in ArcGIS Online/ArcGIS Enterprise
- Contractor's Geospatial Assessment and Progress Score (GAPS) which takes a broad look at the City's existing GIS and provides a way to track progress year-over-year.

GIS Planning Meetings: With the GIS Assessment complete, Contractor's regular meetings with appropriate individuals from the City and Utilities, will allow for dedicated time to focus on making adjustments and ensure the needs of staff and the public are being met.

Software Services and Support

Esri Account Administration: The project manager will be available to administer the City's ArcGIS Online and/or Portal for ArcGIS account, including managing users, groups, and organization settings. This does not include the administration of content. The City and Utilities are required to provide a named user account with administrative privileges for any applicable servers and Esri Accounts to be

used solely by Contractor for the duration of the Agreement .

Routine ArcGIS Software Patching: Esri releases software patches and updates for ArcGIS Enterprise components to address functionality gaps, software defects, and issues. Contractor will monitor and promptly apply these updates to all ArcGIS Enterprise software.

Software Upgrades: Annual in-place upgrades of ArcGIS Enterprise.

On-Call Remote GIS Technical Support: These services are available Monday through Friday, 7AM-5PM CST for up to one (1) user. These services are available Monday through Friday, 7AM - 5PM CST and include troubleshooting ArcGIS Pro, ArcGIS Online, ArcGIS Enterprise, editing workflows, software issues and bugs, and Esri Field Applications. The support of any external third-party software GIS connections is not included.

ArcGIS Account Backup Management: This service provides the deployment and administration of a third party backup solution for content items, users and groups in ArcGIS Online or Portal for ArcGIS. The cost to backup one ArcGIS Online or Portal organization with up to 1,000 GB of data is included. Additional ArcGIS Online or Portal organizations can be backed up for an additional fee.

Cloud Management Services

Nothing in this Attachment A, Scope of Services, including any retention policy described herein, shall authorize the destruction of records required to be retained pursuant to applicable federal, state, or local records retention requirements.

Azure Backup: Daily, weekly, and monthly backups of all Virtual Machines in the City and Utilities' environment will be configured through the Azure Backup service. Backups include the OS disk (C: Drive) and any attached data disks, with snapshots stored in an Azure Recovery Services vault. Data is encrypted at rest, and vaults use geo-redundant storage (GRS) by default, providing 99.999999999% durability and up to 99.99% availability. Contractor's standard Retention Policy is as follows:

- Daily backups – retained for 7 days
- Weekly backups – retained for 4 weeks
- Monthly backups – retained for 3 months

Modifications to this Retention Policy can be made per the City and Utilities' requests. Changes to this Retention Policy may result in an increase in storage costs (See Attachment B, Fees).

Regular Database Backups:

One of the two backup methods described below will be used, depending on the City's choice of RDMS (SQL Server or PostgreSQL):

SQL Server

SQL Server can run under the Simple Recovery or the Full Recovery Model. At the start of the contract, Contractor will work with the City and Utilities to determine the Recovery Model best suited to their needs.

- Simple Recovery Model: Allows for complete backups (an entire copy) or differential backups (any changes since the last complete backup), but will expose the organization to any failures since the last backup completed.
- Full Recovery Model: Allows for point-in-time recovery using transaction logs that can be backed up at an interval appropriate for the City and Utilities' organizational needs. This is the most complete recovery model; however, it will require increased storage capacity.

SQL backups will be performed using Ola Hallengren scripts. Contractor will work with the City and Utilities to determine the number of backups retained locally on the VM. Backups will also be exported to Azure Blob Storage, which provides eleven 9s of data durability (99.999999999%) and 99.99%

availability by redundantly storing data across multiple Availability Zones.

Retention rates will be as follows:

- Daily backups – retained for 7 days
- Weekly backups – retained for 4 weeks
- Monthly backups – retained for 3 months

PostgreSQL

PostgreSQL backups are done through command-line scripting. Backups will also be exported to Azure Blob Storage, which provide eleven 9s of data durability (99.999999999) and 99.99 availability by redundantly storing across multiple Availability Zones. Contractor's standard PostgreSQL backup Retention Policy is as follows:

- Daily backups – retained for 7 days
- Weekly backups – retained for 4 weeks
- Monthly backups – retained for 3 months

Monthly Windows Updates: Windows updates come out the second week of each month. Contractor schedules patching for each instance on the last Sunday of every month at 8:00 am CST. The maintenance window is 3 hours. The timing of the maintenance window can be modified per the City or Utilities' request.

System Monitoring: ArcGIS Monitor (if the City has licensing), or Microsoft Azure Monitor (if the City does not have ArcGIS Monitor licensing).

Annual Updates for CA-Signed TLS Certificate: Contractor will ensure annual updates for the CA-Signed TLS Certificate for ArcGIS Enterprise, maintaining secure connections and compliance.

Support/Professional Services – Block of Fifty (50) Hours

- A Block of fifty (50) hours of remote GIS support or professional services relating to the Esri ArcGIS platform shall be provided to the City and Utilities ("Block of Hours"), available Monday-Friday 8AM-5PM CST.
- The Block of Hours shall survive the expiration of this Agreement and remain available for use for one (1) year from the Effective Date of this Agreement. Any unused hours remaining after the first anniversary of the Effective Date shall expire.
- In the event Contractor is required to individually perform any data management tasks in ArcGIS Online and/or ArcGIS Enterprise, the City and Utilities shall provide a named user account with administrative privileges to be used solely by Cloudpoint for the duration of this Agreement.
- Due to the technical nature of ArcGIS Online Implementation, ArcGIS Enterprise upgrades and installations, these specific tasks are excluded from the Block of Hours support and shall not be handled under this Agreement.

Block of Hours: The City and Utilities will be invoiced for the full cost of the Block of Hours, in the amount of Eleven Thousand Dollars and 00/100 (\$11,000.00), as set forth in Attachment B - Fees, upon Contractor's receipt of this fully executed Agreement. Contractor makes no guarantee of work to be completed in the amount of hours purchased.

ATTACHMENT B: FEES

Pricing

Service	Cost
Cloud Managed Enterprise GIS Services	\$15,000.00
Backup Services	\$1,800.00
Support/Professional Services (50 Hours)	\$11,000.00
Total Cost	\$27,800.00

Cost Allocation

Party	Utility	Annual Share
City	Storm Water	\$9,266.67
Utilities	Water	\$9,266.67
Utilities	Sanitary	\$9,266.66

Additional Fees and Expenses (If Applicable)

Travel Expenses

All anticipated travel expenses shall be submitted by Contractor to the Party requesting the travel ("Requesting Party") for review and written approval prior to being incurred. Any approved travel expenses shall be paid solely by the Requesting Party.

Storage Increase Expenses (Standard Retention Policy Modifications)

Modifications to the standard Retention Policy requested by the City and/or Utilities may result in an increase in storage costs. Contractor shall disclose any anticipated increase in storage costs and obtain written approval from the City and Utilities prior to implementing such modification.

Conversion Fee

See Section 11 of this Agreement.