

January 13, 2025

Mr. Justin Hage, Deputy Mayor
Town of Zionsville
1100 W. Oak Street
Zionsville, IN 46077

SCOPE OF SERVICES

Dear Justin:

This Scope of Services along with the accompanying Agreement confirms our understanding of the services KSM Business Services, Inc. (KSM) is to provide for the Town of Zionsville (Client).

Engagement

The objective of this engagement is to support the Town of Zionsville's economic development initiatives across key economic development areas – including business attraction, sustainable growth, and stakeholder engagement. We will provide the following consulting services for 12 hours per month.

Priority #1: Establish Project Support and Evaluation Process

- **RFI (Request for Information) Assistance:** Provides data-driven support for large-scale company relocations by developing comprehensive responses to RFIs and RFPs.
- **Incentive Analysis:** Recommending tailored incentive packages that align with the needs of targeted industries while ensuring they are financially sustainable for the community.
- **Economic Impact Analysis:** Conducting impact studies to assess the long-term benefits of a project to the local economy.

Priority #2: Develop Stakeholder Engagement and Business Retention and Expansion (BRE) Strategy

- **Community and Business Leader Engagement:** We will support the Town of Zionsville in meetings, forums, and roundtables with local business leaders, community organizations, and residents to gather input, address concerns, and foster collaboration.
- **BRE Strategy and Visits:** BRE visits strengthen relationships between businesses and the community, enabling local governments and organizations to provide tailored support that keeps businesses competitive, resilient, and poised for growth. KSM will provide a robust BRE strategy, including a comprehensive database of local businesses, strategic questions to guide discussions, and clear targets for the number of visits to ensure ongoing engagement and support.

Priority #3: Identify Key Site Use and Corporate Attraction Strategy

- **Site Inventory:** Utilizing site information identified in the comprehensive plan, we will work with the Town of Zionsville in marketing the sites to site consultants and prospective businesses.
- **Development of Value Propositions:** Identifying competitive advantages of specific sites (e.g., infrastructure, workforce availability, logistical benefits) and tailoring value propositions for different industries.
- **Partnership Development:** Collaborating with state and regional agencies, utilities, and real estate professionals to streamline site development and corporate attraction efforts, while advising on roles and responsibilities of economic development partners to the Town of Zionsville.

Priority #4: Build Upon the Comprehensive Plan with Data Driven Strategy and Implementation Plan

- **Data and Research:** Comprehensive data and research are needed to support RFIs, engage community stakeholders, and market the community. KSM will make available a suite of tools to provide data and research support to the Town of Zionsville. We will work with the Town of Zionsville to prioritize the following information within available time, budget, and need.
 - **Talent and Industry Analysis:** Examines local talent pools, industry landscapes, and skills alignment to identify potential growth areas and workforce needs.
 - **Occupation Gap Studies:** Analyzes the gaps between the existing workforce's skills and those required by current industry demands, supporting workforce development planning.
 - **Job Posting Studies:** Tracks trends in job postings to assess the demand for specific roles, skills, certifications, helping align workforce training with market needs.
 - **Market Demand Studies via ESRI Data:** Uses ERSI's geographic data to assess and forecast demand across various market sectors, aiding in targeted business attraction and expansion efforts.
 - **Demographics Spotlight Information:** Provides demographic insights from Lightcast, covering key areas such as population, income, education, and workforce characteristics to guide targeted community engagement strategies.
 - **Economic Overview Report from Lightcast:** A quarterly report offering updated economic indicators, helping stakeholders stay informed and make data-driven decisions.
 - **Marketing Strategy:** As key economic development sites, target industries, and value proposition are identified, we will work with the Town of Zionsville communication team to develop copy for the Town of Zionsville's economic development page. We will also support collateral development, research on national site sectors, and support marketing to both businesses and residents as needed. We will also leverage our colleagues on the KSM Location Advisors team to provide national best practices and insights.

Responsibilities

The engagement will consider financial and nonfinancial information, considering the factors we consider appropriate.

The client agrees to provide, upon request, all financial and nonfinancial information and documentation deemed necessary or desirable by KSM in connection with the engagement. Client will represent and warrant that all information and documentation provided or to be provided is true, correct, and complete to the best of Client's knowledge and belief. The client hereby agrees that KSM may rely upon such information and documentation without independent investigation or verification.

At the conclusion of KSM's engagement, KSM will present KSM's findings to Client in an oral report. KSM will also provide a draft written report to Client outlining KSM's findings at Client's request. KSM will provide a final report upon request. Furthermore, any reports will state that KSM did not independently verify the information gathered or contained in KSM's report and, accordingly, that KSM's report will include a statement that the information presented is based on discussions with and information provided by the Client. KSM's procedures will not constitute an audit, review, or compilation of the information provided and, accordingly, KSM will not express a conclusion or provide any other form of assurance on the completeness or accuracy of the information.

KSM has no responsibility to update KSM's report for events and circumstances that occur after the date of its issuance. If for any reason KSM is unable to complete the engagement, KSM will not issue a report because of the engagement.

KSM may sometimes, and depending on the circumstances, use third-party service providers in serving your account. KSM may share confidential information about Client with these service providers but remain committed to maintaining the confidentiality and security of Client's information. Accordingly, KSM maintains internal policies, procedures, and safeguards to protect the confidentiality of Client's personal information. In addition, KSM will secure confidentiality agreements with all service providers to maintain the confidentiality of Client's information, and KSM, will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of Client's confidential information to others. In the event KSM is unable to secure an appropriate confidentiality agreement, Client will be asked to provide Client consent prior to the sharing of Client's confidential information with the third-party service provider. Furthermore, KSM will remain responsible for the work provided by any such third-party service providers.

Client may request that KSM perform additional services not addressed in this Scope of Services. KSM may issue a separate Scope of Services covering the additional services. In the absence of any other written communication from KSM documenting such additional services, KSM's services will continue to be governed by the terms of this Scope of Services and accompanying Agreement.

Administration, Fees and Other

The undersigned are the KSM representatives on the engagement. Additional staff will be used on the engagement to complete the work. KSM's fees are based on the number of hours spent, the complexity of the services, and the experience of the individuals assigned to the engagement. KSM's fees are based on anticipated cooperation from Client and/or Company personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, KSM's fees will increase accordingly. Client will also be billed for any travel and other out-of-pocket costs.

Town of Zionsville
January 13, 2025

Monthly Billing Rate: **\$4,500**
Annual Fee: **\$54,000**

KSM appreciates the opportunity to be of service to Client and believes this Scope of Services accurately summarizes the significant terms of KSM's engagement. If Client agrees with the terms of KSM's engagement as described in this Scope of Services and the accompanying Agreement, please sign and return it to KSM.

Sincerely,



Michael E. North, Partner
KSM Business Services, Inc.



Sarah Iglehart, Managing Director
KSM Business Services, Inc.

MEN/cad
Enclosure

RESPONSE:

This Scope of Services and the accompanying Agreement correctly sets forth the understanding of the Town of Zionsville.

Officer Signature: _____

Title: _____

Date: _____

TERMS AND CONDITIONS (“Agreement”)

Scope of Services. This Agreement states the scope of services to be provided by KSM to Client as more fully defined in the Scope of Services accompanying these terms. In order to provide the services outlined in the Scope of Services and subject to these Terms and Conditions, Client agrees to furnish KSM with complete and accurate information as requested and required by KSM to complete the services. Failure to provide the necessary information may cause delays in KSM’s provision of services. Client may request that KSM perform additional services not contemplated in the Scope of Services. If this occurs, KSM will communicate with Client in writing regarding the scope and estimated cost of these additional services. Engagements for additional services may necessitate that KSM amend this Agreement or issue a separate Scope of Services to reflect the obligations of both parties. In the absence of any other written communications from KSM documenting additional services, KSM’s services will be limited to and governed by this Agreement and the accompanying Scope of Services contained herein.

All work product and deliverables provided by KSM to Client as a result of the services performed are for Client’s internal use only, unless stated otherwise in the Scope of Services, and such use will be consistent with the intended use per the Scope of Services. If Client uses deliverable for any other purpose including but not limited to providing the deliverable(s) to 3rd parties, Client agrees to indemnify and hold KSM harmless from any claim(s) made against Client or KSM in any way related to the deliverable(s). At times, KSM may issue draft products or deliverables which should not be relied upon by Client. Unless required by a regulatory or governing body, KSM will not update final products or deliverables for situations where KSM is made aware of events after providing the final product or deliverable.

Client agrees it will not use KSM products or deliverables, or the KSM name or brand, in any published documents without prior written approval of KSM. KSM is sometimes asked to provide client references for the purpose of engaging a new company. Client agrees to allow KSM to use Client name and a general description of the services provided to Client in its general marketing and prospecting efforts. KSM may also provide contact information of key personnel within Client to a prospective client for purposes of discussing Client’s opinion of KSM’s services.

From time to time, KSM may share information, insights, and news in the form of newsletters, blogs, or other general communications. The information provided in such general releases in no way creates a client relationship or attempt to provide legal or investment advice.

KSM may refer certain relationships to Client during the course of the engagement. Such referral does not create a binding commitment between KSM and Client unless accompanied by a separate contract. Client should conduct its own due diligence on all referrals and is the ultimate decision maker related to contracting/engaging a KSM referral.

During the course of our engagement with Client, KSM may make recommendations and inform you of the risk involved with such recommendations. It is the Client’s decision as to whether or not to take KSM’s recommendation(s) on such positions in light of the risk involved. Client agrees to indemnify, defend and hold KSM harmless in the event its recommendations to Client are accepted by Client but ultimately disallowed by or on behalf of third parties including but not limited to governmental taxing agencies that may disallow such positions.

LIMITATION OF LIABILITY. CLIENT AND KSM HAVE DISCUSSED THE RISKS AND BENEFITS OF THE SERVICES TO BE RENDERED AND THE FEES FOR SUCH SERVICES. INDEMNIFIED PERSONS, INCLUDE BUT ARE NOT LIMITED TO PAST, PRESENT OR FUTURE PARTNERS, PRINCIPALS, SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS EMPLOYEES, AND INDEPENDENT CONTRACTORS OF KSM. INDEMNIFIED PERSONS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOST PROFITS, GOODWILL, SAVINGS OR BUSINESS OPPORTUNITIES UNDER ANY LEGAL THEORY ARISING OUT OF THIS AGREEMENT OR THE SERVICES TO BE PERFORMED HEREUNDER. INDEMNIFIED PERSONS SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. CLIENT AGREES THAT ANY CLAIM ARISING OUT OF THIS AGREEMENT SHALL BE MADE WITHIN THE STATUTE OF LIMITATIONS BUT IN NO EVENT, REGARDLESS OF THE STATUTE OF LIMITATIONS, MAY A CLAIM BE BROUGHT MORE THAN THREE YEARS AFTER THE CONCLUSION OF SERVICES AS DESCRIBED IN THE SCOPE OF SERVICES, REGARDLESS OF ANY LONGER PERIOD OF TIME FOR COMMENCING SUCH CLAIMS AS MAY BE SET BY LAW. "CLAIM" IS UNDERSTOOD TO BE A DEMAND FOR MONEY OR SERVICES, THE SERVICE OF A SUIT, OR THE INSTITUTION OF ARBITRATION PROCEEDINGS AGAINST KSM. KSM'S TOTAL LIABILITY FOR ALL CLAIMS, DAMAGES AND COSTS OF CLIENT ARISING FROM AN ENGAGEMENT IS LIMITED TO 2 TIMES THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO KSM FOR SERVICES RENDERED UNDER THIS AGREEMENT.

Assistance provided pursuant hereto will be based upon the law, advisory opinions, regulations, cases, rulings, and other authority in effect at the time specific assistance is provided. If there are subsequent changes in or to the foregoing authorities, Client acknowledges that such changes may result in that assistance being rendered invalid or necessitate (upon Client's request) a reconsideration of that prior assistance. Unless specifically requested as part of the Scope of Services, Client has not engaged KSM to provide ongoing updates to changes in laws, regulations, or other circumstances that could impact Client's future operating position.

Corporate Transparency Act / Beneficial Ownership Reporting

Assisting Client with compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. Client has sole responsibility for their compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. KSM shall have no liability resulting from Client's failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Client should consider consulting with legal counsel if there are questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

Term. KSM reserves the right to withdraw from this Agreement including all engagements contemplated by such Agreement without completing the work for any reason including but not limited to Client failure to comply with the terms of this Agreement which includes Client's failure to pay fees in accordance with the terms of this Agreement. In addition, if KSM, in its sole discretion, believes a conflict has arisen affecting KSM's ability to service Client, KSM may suspend or terminate services without completing the engagement.

Management Responsibility. Judgment is often required in resolving questions and applying certain provisions where the law or other regulatory guidance may not be clear, or where there may be conflicts between an authorities' interpretations of the law and other supportable positions. Authorities may assert other positions through examination or other inquiry, and the ultimate outcome of such matters can be unpredictable. Ultimately, Client agrees to assume all management responsibilities including making all management decisions; oversee KSM's services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or expertise; accept responsibility for the timely submission to KSM of all information necessary to perform KSM's work; evaluate the adequacy and results of KSM's services and determine whether to implement those results; and establish and maintain internal controls, including monitoring ongoing activities.

Non-Solicitation. KSM invests significant time and expense recruiting, hiring and maintaining its employee base. Furthermore, employees who are directly and indirectly involved in providing services ("Key Employees") may be subject to confidential or sensitive information concerning Client whereby hiring such Key Employee(s) could cause KSM an impairment of independence thus harming both KSM and Client. Therefore, Client agrees that during the term of the Scope of Services and this Agreement and for two (2) years after its expiration, Client will not solicit or hire any Key Employees from KSM without the written consent of KSM. Client agrees to inform the partner on the engagement before entering into any substantive employment discussions with Key Employees. In the event KSM provides employment consent, Client may be required to pay a monetary fee to KSM to compensate KSM for their loss of such employee.

Billing and Payment. KSM's fees and, in some cases, the billing frequency are outlined in the Scope of Services. KSM's invoices are due upon receipt. KSM's fee is dependent on the timely delivery, availability, quality, and completeness of the information Client provides to KSM pursuant to the Scope of Services. If KSM encounters situations that requires the firm to devote substantially more time to the engagement than budgeted, KSM will contact you in advance and provide to you a revised estimate of our professional fees. Client has 30 days from the invoice date to review invoices and to communicate to KSM any disagreement in writing, after which Client waives the right to contest the invoices.

If payment is not received within 30 days of the invoice date, Client will be assessed interest charges of 1 ½% per month on the unpaid balance. KSM reserves the right to suspend or terminate work. If work is suspended or terminated, Client agrees that KSM will not be responsible for Client's failure to meet government and other deadlines, for any penalties or interest that may be assessed against Client resulting from Client's failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of work. KSM reserves the right to engage a third-party collection firm or law firm to recover unpaid invoices and finance charges. In such cases, Client will be responsible for all associated collection and attorney fees.

Requests for/Disclosure of Information. All information Client provides to KSM in connection with this Agreement will be maintained by KSM on a strictly confidential basis. If KSM receives a summons or subpoena requesting that KSM produce documents from this engagement or testify about this engagement and KSM is not prohibited from doing so by law, regulation, or court order, KSM agrees to inform Client of such requests as soon as practicable. Client may, within the time permitted for KSM to respond to any request, initiate such legal action as Client deems appropriate to protect information from discovery. If Client takes no action within the time permitted for KSM to respond, or if Client's action does not result in a judicial order protecting KSM from supplying requested information, KSM may construe Client's inaction or failure as consent to comply with the request. Provided KSM is not a party to the proceeding in which the information is sought, Client agrees to reimburse KSM for professional time and expenses as well as the fees and expenses of KSM's counsel incurred in responding to such requests.

Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees, or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with KSM or Client's attorney prior to disclosing any information about KSM's tax advice. Should Client decide that it is appropriate for KSM to disclose any potentially privileged communication, Client agrees to provide KSM with written, advance authority to make that disclosure.

Use of Third-Party Services. We may from time to time, and depending on the circumstances, use third-party service providers in serving your account to provide services including but not limited to technical work, analytical tools, and benchmarking. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by such third-party service providers. By accepting the terms and conditions of our engagement, you consent to the disclosure of your confidential information to third-party service providers, if such disclosure is necessary to deliver professional services to you or provide support services to our firm.

Privacy and Electronic Communication. In the interest of facilitating services to Client, KSM may communicate by use of electronic services and send data over the internet, including, but not limited to electronic mail. Such communications may include information that is confidential to Client. KSM employs measures in the use of electronic devices and computer technology designed to maintain data security. KSM will use reasonable efforts to keep such communications secure in accordance with obligations under applicable laws and professional standards. Client recognizes and accepts that KSM has no control over the unauthorized interception of these communications once they have been sent, and Client consents to KSM's use of these electronic devices and the electronic transmission of data that may be confidential to Client during this Agreement.

Limitations on Oral and Email Communications. KSM may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information in an email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may or may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility, except to the extent caused by our gross negligence or willful misconduct, for any liability, including but not limited to additional tax, penalties or interest resulting from your decision (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on an oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Data Use, Protection and Security. KSM takes the security of Client data very seriously and, as such, requires that the electronic sharing and storage of files only occur through 3rd party providers approved by KSM. KSM will not access Client documents on the network of unapproved 3rd party providers. While KSM uses electronic file sharing and storage providers to best facilitate the timing of sending and receiving Client information, Client maintains every right to only provide KSM with paper copies of Client information.

In providing services to Clients, KSM may require information that is considered confidential client information which may include Personally Identifiable Information ("PII") as it identifies certain personal attributes of individuals including but not limited to address, bank account and social security information. KSM treats all client information, including PII, as confidential and has a duty to do so based on the standards promulgated by the American Institute of Certified Public Accountants. Client will only provide KSM with information, including PII, that is necessary for KSM to provide services to Client. Certain information requires even higher standards of data protection and may trigger notification requirements under applicable law if disclosed to KSM without authorization. Client will consult with KSM on information that could trigger any notification requirements before sending such information to KSM.

KSM is not a host for any Client information. Client is expected to retain all financial and non-financial information including anything Client uploads to a portal. Client is also responsible to download and retain copies of all documents KSM uploads to a portal in a timely manner. Portals are only meant as a method of transferring data and are not intended for the storage of Client's information. Information on a portal may be deleted by KSM at any time. Client is expected to maintain control over its accounting systems including the licensing of applications and the hosting of applications and data. KSM does not provide electronic security or back-up services for any of Client's data or records. Giving KSM access to Client's accounting system does not make KSM hosts of information contained within.

To the extent Client information necessary for KSM to complete its services is subject to the European Union General Data Protection Regulation ("GDPR"), Client and KSM each agree to be compliant with the requirements of GDPR. KSM maintains processes and systems to reasonably identify and manage information subject to GDPR. Client agrees it has the authority to provide information that is subject to GDPR to KSM. Client also agrees that by providing information subject to GDPR to KSM, it is not in violation of any applicable laws or regulations.

KSM's records retention policy requires the return of all original records and documents back to Client at the conclusion of each engagement. Client's records are the primary records for Client's operations and comprise the backup and support for Client's financial reports and tax returns. KSM's records and files are the property of KSM and are not a substitute for Client's own records. KSM firm policy requires the destruction of engagement files and workpapers after a period of 8 years. Catastrophic events or physical deterioration may result in KSM's records being unavailable before the expiration of the above retention period.

Client agrees to allow KSM to aggregate its data and, on an anonymous basis, use such data for purposes of industry, service and benchmarking analysis with such aggregated data being the exclusive property of KSM.

Dispute Resolution. If a dispute arises out of or relates to this Agreement including the Scope of Services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation pursuant to the guidelines established by the American Arbitration Association (AAA) under the Professional Accounting and Related Services Dispute Resolution Rules before resorting to arbitration, litigation, or some other dispute-resolution procedure. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. Any mediator so designated must be acceptable to all parties. The mediation will be conducted in Hamilton County, Indiana. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties while the cost of any outside legal representation for each party shall be borne by that party.

In the event mediation is unsuccessful, the courts of the state of Indiana shall have jurisdiction over the parties and all disputes between Client and KSM. Both parties agree to submit all disputes to the Hamilton County Superior or Circuit Court in Indiana. The law of the state of Indiana shall govern all such disputes.

Force Majeure. KSM will not be held liable for failure or delay to perform the obligations as described in this Agreement due to unforeseen circumstances beyond their reasonable control. Such circumstances may include, but are not limited to, natural disasters, acts of God, forces of nature, war, acts of terrorism, epidemics or pandemics as defined by the CDC, state or national emergencies or acts of governmental authority.

Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be voluntarily assigned in whole or in part by either party without the prior written consent of the other.

Entire Agreement. This Agreement and its attachments including any Scope(s) of Services, contain the entire agreement between Client and KSM with respect to services specified and supersede all prior and contemporaneous agreements, negotiations, and understandings regarding these services. All modifications, claims, and requests, pursuant to or in addition to this Agreement, are to be made only by mutual written consent. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary, or supplementary to the terms of this Agreement and its attachments.