



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-6-ADM-16-042	2. Date prepared: 6/16/2016
-------------------------------------	--------------------------------

3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 12090-11000.531012	5. Account Name: ADMINISTRATION
6. Total amount this action: \$30,000.00	7. New contract total: 30,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2016	\$30,000.00
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 6/10/2016	12. To (month, day, year): 6/9/2017
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> Emergency	<input type="checkbox"/> Special Procurement
<input type="checkbox"/> RFP# _____	<input type="checkbox"/> Other (specify) _____

AGENCY INFORMATION	
14. Name of agency: Economic Development Corp	15. Requisition Number: 000006114
16. Address: IN Economic Development Corp Central Office 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION	
17. Name: Joyce Weidner	18. Telephone #: 317/234-8003
19. E-mail address: loweidner@iedc.in.gov	

COURIER INFORMATION	
20. Name: Jackie Addison	21. Telephone #: 317-234-8741
22. E-mail address: jacaddison@iedc.in.gov	

VENDOR INFORMATION	
23. Vendor ID #	0000077495
24. Name: KSM BUSINESS SERVICES INC	25. Telephone #: 317-580-2000
26. Address: 800 EAST 96TH STREET STE 500 INDIANAPOLIS, IN 46240	
27. E-mail address: sschuster@ksmcpa.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE/IN-Vetera	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100.0 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran: _____ %
33. Is there Renewal Language in _____ Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 5-28-37 & IC 5-28-38

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
Vendor will be conducting an independent audit for FY2016. This will be the 4th year IEDC contracts with the vendor to review internal control, procedure and prepare annual financial reports.

38. Justification of vendor selection and determination of price reasonableness:
This vendor has been used in the past and knows our contracts and procedures

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval: <i>Matthew J. Thomas</i> <small>Matthew J. Thomas, Director Development Corporation, Inc. email: mthomas@iedc.in.gov, c-415 Date 2016.06.17 09:11:18 -0400</small>	41. Date Approved	42. Budget agency approval <i>AC</i>	43. Date Approved <i>6/21/16</i>
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved



ADDENDUM

This Addendum is entered into by and between the **INDIANA ECONOMIC DEVELOPMENT CORPORATION** (the "IEDC") and the entity designated as "Contractor" below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by the Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document (this "Agreement"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name:

Katz, Sapper & Miller, LLP

Contractor Address:

800 E. 96th Street, Suite 500
Indianapolis, IN 46240

Title of Form Contract:

Katz, Sapper & Miller, LLP Engagement Letter

1. FORM CONTRACT/DUTIES OF CONTRACTOR.

The Contractor shall provide the work and/or services to the IEDC as specifically set forth in the Form Contract.

2. TERM.

(A) This Agreement shall commence on **June 10, 2016** and shall remain in effect through **June 9, 2017** or unless earlier terminated in accordance with the provisions of this Agreement (the "Expiration Date"). All work and/or services under this Agreement must be completed by the Expiration Date. In no event shall payments be made for work done or services performed after the Expiration Date.

(B) This Agreement does not have an option for renewal.

(C) Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of this Agreement, including provisions for payment of amounts owed for work performed under this Agreement, disclaimer of warranty, limitation of liability, and intellectual property clauses.

3. CONSIDERATION.

(A) All services performed by the Contractor under this Agreement must be authorized by the IEDC and consistent with the description set forth in the Form Contract.

(B) Total remuneration under this Agreement shall not exceed \$45,000.00. This amount includes any approved travel and reasonable out-of-pocket expenses to perform the work and/or services set forth in this Agreement.

(C) All work and/or services provided by the Contractor under this Agreement must be performed to the IEDC's reasonable satisfaction, which satisfaction shall be determined at the discretion of the IEDC, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The IEDC shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement, or performed in violation of federal, state, or local laws.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

(A) Any provision requiring the IEDC to pay penalties, liquidated damages, interest or attorney's fees.

(B) Any provision requiring payment in less than thirty-five (35) days.

(C) Any provision giving the Form Contract precedence over this Addendum.

4. PAYMENTS.

(A) The Contractor shall submit monthly invoices for payment in connection with its services provided hereunder. Such invoices be in compliance with the requirements of this Paragraph 4. The Contractor shall submit invoices to the IEDC at processing@iedc.in.gov.

(B) All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures, and as required by Indiana Code § 4-13-2-14.8. Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State of Indiana or submits invoices to the state for payment shall authorize, in writing, the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. Any exception to this requirement must be approved by the IEDC and the State of Indiana. For forms and additional information, see the Auditor of State's website at www.in.gov/auditor/forms.

(C) No travel and other expenditures made by the Contractor will be reimbursed by the IEDC unless provided for in the Form Contract. Allowable expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the IEDC and in accordance with the State Travel Policies and Guidelines as specified in the current Financial Management Circular, available at <http://www.in.gov/idoa/2459.htm>. All expenses must be approved by the IEDC in writing in advance. Out-of-state travel requests must be reviewed by the IEDC for availability of funds and for appropriateness per Financial Management Circular guidelines.

5. CONFIDENTIALITY OF INFORMATION.

(A) The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information disclosed to the Contractor by the IEDC for the purpose of this Agreement, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the IEDC.

(B) Deleted by mutual agreement of the parties.

6. USE OF THE IEDC NAME.

The IEDC has not granted any rights to use its name, trademark, intellectual property, or logos. The Contractor agrees that it will not use the name or intellectual property, including to IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. For any purposes outside those contemplated by this Agreement, and for which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

7. GOVERNING LAW.

(A) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. The venue for any court action shall be the circuit or superior court of Marion County, Indiana or the United States District Court for the Southern District of Indiana. The Contractor hereby consents to the personal jurisdiction of Indiana state and federal courts.

(B) If any section, paragraph, term, condition, or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

(C) The Contractor understands that this Agreement is a public record subject to request pursuant to Indiana Code § 5-14-3 and its exemptions. Use by the public of the information contained in this Agreement shall not be considered an act of the IEDC or the State.

8. TERMINATION & FUNDING CANCELLATION.

(A) This Agreement may be terminated by the IEDC whenever, for any reason, with or without cause, the IEDC determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a termination

notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The IEDC will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to the Contractor exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date.

- (B) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be cancelled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

9. PROGRESS REPORTS.

The Contractor shall submit written progress reports to the IEDC upon request. The progress reports shall serve the purpose of assuring the IEDC that work is progressing in a timely manner, and that completion can be reasonably assured on the scheduled date. The Contractor shall submit progress reports to the IEDC at reports@iedc.in.gov.

10. ACCESS TO RECORDS & AUDITS.

(A) The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. The Contractor shall make such materials available at his/her respective office at all reasonable times during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the IEDC or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the IEDC or by any other authorized representative of state government if requested.

(B) The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with Indiana Code § 5-11-1 *et seq.* and any audit guidelines specified by the IEDC.

11. THE CONTRACTOR'S SERVICES.

(A) The Contractor recognizes that the services to be performed under this Agreement are vital to the IEDC and must be continued without interruption and that, upon the expiration of this Agreement, a successor, either the IEDC or another contractor, may continue them. The Contractor agrees to use its best efforts and cooperation to effect an orderly and efficient transition to a successor to provide the services contemplated hereby. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.

(B) The Contractor shall not commence any additional services or change the scope of services unless and until authorized in writing by the IEDC. No claim for additional compensation or any material change to the budget shall be made. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

(C) The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. The Contractor represents that it has or shall obtain at its own expense all personnel, materials, and equipment required to perform the services under this Agreement. All of the work performed hereunder shall be performed by the Contractor or under its supervision. The Contractor warrants that all personnel assigned to perform the services or other consultants or subcontractors engaged by the Contractor to perform the services are fully qualified and authorized to perform such services under the state and local laws. If the IEDC becomes dissatisfied with the work product of, or the working relationship with, any individuals assigned to work under this Agreement, the IEDC may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

(D) The IEDC shall, at all reasonable times, have the right to inspect the work, services or performance of the Contractor. The Contractor shall furnish all reasonable aid and assistance required by the IEDC for proper examination of the work or services. Such inspection shall not relieve the Contractor of any obligation to perform said services in accordance with the law or this Agreement.

12. OWNERSHIP OF DOCUMENTS & MATERIALS.

(A) Upon the expiration or termination of this Agreement, the Contractor, at the IEDC's request, will transfer to the IEDC all the materials in Contractor's possession prepared for the IEDC or provided to the Contractor by the IEDC for the services rendered under this Agreement.

(B) All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire," and the Contractor shall transfer any ownership claim to the IEDC, and all such materials will be the property of the IEDC. The Contractor agrees to execute any and all documents necessary to assign and transfer to the IEDC all intellectual property and other rights in materials and information created for the IEDC pursuant to this Agreement.

(C) Use of these materials, other than related to Agreement performance by the Contractor, without the prior written consent of the IEDC, is prohibited. The Contractor shall take such action as is necessary under law to preserve the IEDC's rights in and to the work product or intellectual property while such property is within the control and/or custody

of the Contractor. During the performance of this Agreement, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the IEDC and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the IEDC full, immediate, and unrestricted access to the work product during the term of this Agreement.

13. COMPLIANCE WITH LAWS.

- (A) The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IEDC and the Contractor to determine whether the provisions of this Agreement require formal modification.
- (B) The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6, Indiana Code § 4-2-7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the website of the Indiana Inspector General at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Agreement immediately upon notice to Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, Indiana Code § 4-2-7, Indiana Code § 35-44.1-1-4 and under any other applicable laws.
- (C) The Contractor certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the IEDC. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana or to the IEDC may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the IEDC.
- (D) The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, or pending, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.

- (E) If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay.
- (F) Any payments that the IEDC may delay, withhold, deny, or apply under this Paragraph 13 shall not be subject to penalty or interest under Indiana Code § 5-17-5.
- (G) The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Agreement. Failure to do so is a material breach of this Agreement and grounds for immediate termination of this Agreement and denial of further work with the IEDC. The IEDC shall not be required to reimburse the Contractor for any services performed when Contractor or its employees or subcontractors were not or are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify the IEDC immediately, and the IEDC, at its option, may immediately terminate this Agreement.
- (H) The Contractor affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

14. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT.

As required by Indiana Code § 5-22-3-7:

- (A) The Grantee and any principals of the Grantee certify that:
 - 1) The Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - a. Indiana Code § 24-4.7 [Telephone Solicitation of Consumers];
 - b. Indiana Code § 24-5-12 [Telephone Solicitations]; or
 - c. Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - 2) The Grantee will not violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.
- (B) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee:

- 1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
- 2) Will not violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

15. DRUG-FREE WORKPLACE CERTIFICATION.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the IEDC within ten (10) days after receiving actual notice that the Contractor has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- (A) Publishing and providing to all of its employees, if applicable, a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (B) Establishing a drug-free awareness program to inform its employees, if applicable, of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- (C) Notifying all employees, if applicable, in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (D) Notifying the State in writing within ten (10) days after receiving notice from an employee, if applicable, under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- (E) Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee, if applicable, who is convicted of drug abuse violations occurring in the workplace:

(1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

(F) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

16. NONDISCRIMINATION.

Pursuant to Indiana Code § 22-9-1-10 and the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, the Contractor and its subcontractors, if any, 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 or applicant's race, color, religion, sex, age disability, national origin or ancestry or 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 this Agreement. Acceptance of this Agreement also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

17. NOTICE TO PARTIES.

(A) Whenever any notice, statement, or other communication ("Notice") is required under this Agreement, it shall be sent to the following address, unless otherwise advised in writing:

1) Notices to the IEDC shall be sent to:
INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
reports@iedc.in.gov

2) Notices to the Contractor shall be sent to:
KATZ, SAPPER & MILLER, LLP
Attn: Scott Schuster, Partner
800 E. 96th Street, Suite 500
Indianapolis, IN 46240
sschuster@ksmcpa.com

(B) Any change in the Contractor's contact information must be provided in writing by the Contractor to the IEDC in accordance with this Paragraph 17.

(C) Notice shall be provided via electronic mail to the Contractor's electronic mail address

and via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch.

18. SUBCONTRACTS, ASSIGNMENT & KEY PERSONS.

(A) The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the IEDC. The Contractor agrees to bind all subcontractors, successors and assignees to all the terms and conditions of this Agreement. The Contractor shall specifically require each subcontractor, if any, who has access to the IEDC's confidential information in the course of performing any services to be bound by the confidentiality provisions in Paragraph 5 of this Agreement and, at the IEDC's discretion, to execute a non-disclosure agreement that is satisfactory to the IEDC.

(B) KEY PERSON(S):

(1) This Agreement will be performed under the direction of **Scott Schuster** (the "Principal"). In the event the Principal is unable or unwilling to continue providing the services under this Agreement, the IEDC may suspend or terminate this Agreement.

(2) Nothing in this Paragraph 18 shall be construed to prevent the Contractor from using the services of others to perform its duties as defined in Paragraph 1 of this Agreement, as well as any services ancillary to those duties, including secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary duties, whether performed by the Principal, employees, subcontractors, or others.

(C) BACKGROUND CHECKS: Deleted by mutual agreement of the parties.

19. INDEMNIFICATION.

The Contractor shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Contractor or its subcontractor(s), and from all judgments recovered there from and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Contractor and/or subcontractor(s), agents, officers, or employees in connection with performance of this Agreement. The IEDC shall not provide such indemnification to Contractor.

20. DEBARMENT & SUSPENSION.

(A) The 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 entering into this Agreement by any federal

agency, branch of government, 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 of supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

- (B) The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the IEDC's request, take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

21. ATTORNEYS' FEES & INTEREST.

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses, except as required by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, Indiana Code § 34-13-1, and Indiana Code § 34-52-2-3. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

22. MISCELLANEOUS.

(A) No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right. Neither the IEDC's review, approval, or acceptance of, nor payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Agreement.

(B) This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

(C) This Agreement may be executed through an original or electronically, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.

(D) Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

(E) Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including, the employees or subcontractors of the Contractor.

(F) Deleted by mutual agreement of the parties.

(G) The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

(H) This Agreement was reviewed and/or revised by legal counsel for the IEDC and the Contractor, and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement.

23. INSURANCE. Deleted by mutual agreement of the parties.

24. AUTHORITY TO BIND CONTRACTOR.

Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.

25. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS. Deleted by mutual agreement of the parties.

26. DISPUTES.

(A) Should any disputes arise with respect to this Agreement, the Contractor and the IEDC agree to act immediately to resolve such disputes. Neither party shall be required to submit to binding arbitration for the resolution of disputes. Time is of the essence in the resolution of disputes.

(B) The Contractor agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all of its responsibilities under this Agreement that are not

affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work or services, without delay, any additional costs incurred by the IEDC or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the IEDC for such costs.

27. ORDER OF PRECEDENCE; INCORPORATION BY REFERENCE.

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Addendum and (2) the Form Contract.

28. AGREEMENT MODIFICATIONS.

Only the following paragraphs of this Agreement were added, deleted, or modified during construction and/or negotiation of this Agreement. All changes to this Agreement are mutually agreed to by the parties.

- (A) Paragraph 3, entitled Consideration, is modified by the mutual agreement of the parties.
- (B) Paragraph 4, entitled Payments, is modified by the mutual agreement of the parties.
- (C) Paragraph 5, entitled Confidentiality of Information, is modified by the mutual agreement of the parties.
- (D) Paragraph 18, entitled Subcontracts, Assignment & Key Persons, is modified by the mutual agreement of the parties.
- (E) Paragraph 22, entitled Miscellaneous, is modified by the mutual agreement of the parties.
- (F) Paragraph 23, entitled Insurance, is deleted by mutual agreement of the parties.
- (G) Paragraph 25, entitled Information Technology Accessibility Standards, is deleted by mutual agreement of the parties.

29. NON-COLLUSION AND ACCEPTANCE.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

Signatures Appear on the Following Page

In Witness Whereof, Contractor and the IEDC have, through duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

KATZ, SAPPER & MILLER, LLP



SIGNATURE

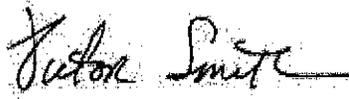
SCOTT A. SAPPER PARTNER

NAME AND TITLE/POSITION

Date: JUNE 10, 2016

INDIANA ECONOMIC DEVELOPMENT CORPORATION

Victor P. Smith, Secretary of Commerce
(Digital Signature Stamp Below)



Digitally signed by Victor P. Smith
DN: cn=Victor P. Smith,
o=Secretary of Commerce,
ou=IEDC,
email=vsmith@iedc.in.gov, c=US
Date: 2016.06.16 09:54:21 -04'00'

STATE BUDGET AGENCY



BRIAN E. BAILEY, DIRECTOR

Date: 6/21/16



Our People: Your Success

May 23, 2016

Mr. Matt Kimmick, Vice President & Chief Financial Officer
Mr. James Marcuccilli, Audit Committee Chair
Indiana Economic Development Corporation
One North Capitol, Suite 700
Indianapolis, IN 46204

Dear Matt and James:

This letter is to confirm our acceptance and understanding of the services we are to provide for Indiana Economic Development Corporation and Indiana Economic Development Foundation, Inc. (together IEDC) for the year ended June 30, 2016.

Services

We will perform the following services as requested by management and those charged with governance:

1. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of IEDC as of June 30, 2016, and for the year then ended. Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement IEDC's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to IEDC's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:
 - a. Management's Discussion and Analysis
 - b. Schedule of the IEDC's Proportionate Share of the Net Pension Liability
 - c. Schedule of IEDC Contributions

Mr. Matt Kimmick
Mr. James Marcuccilli
May 23, 2016
Page Two

2. We will perform other nonaudit services, as follows: draft the financial statements and general business consulting.

Audit Objectives and Auditors' Responsibilities

The objective of our audit is the expression of opinions about whether the basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second section under Services when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America established by the AICPA Auditing Standards Board; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Guidelines for Audit of State and Local Governments by Authorized Public Accountants*, issued by the Indiana State Board of Accounts, and will include tests of the entity's accounting records and other procedures we consider necessary to enable us to express such opinions.

We will issue a written report upon completion of our audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (a) that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (b) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that IEDC is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Mr. Matt Kimmick
Mr. James Marcuccilli
May 23, 2016
Page Three

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (a) errors, (b) fraudulent financial reporting, (c) misappropriation of assets, or (d) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors that come to our attention, and we will inform an appropriate level of management and those charged with governance of the entity and immediately inform the Indiana State Board of Accounts State Examiner of any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management, as well as those charged with governance, of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from the entity's attorneys as part of the engagement. At the conclusion of our audit, we will require certain written representations from you about the financial statements; supplementary information; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by auditing standards generally accepted in the United States of America.

Mr. Matt Kimmick
Mr. James Marcuccilli
May 23, 2016
Page Four

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of IEDC's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements).

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements; additional information that we may request for the purpose of the audit; and unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Mr. Matt Kimmick
Mr. James Marcuccilli
May 23, 2016
Page Five

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report.

You are also responsible for the preparation of supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (a) you are responsible for the presentation of the supplementary information in accordance with accounting principles generally accepted in the United States of America; (b) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America; (c) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives and Auditors' Responsibilities section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Mr. Matt Kimmick
Mr. James Marcuccilli
May 23, 2016
Page Six

Management is responsible for including the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditors. You are also responsible to notify us in advance of your intent to print our report, in whole or in part, and to give us the opportunity to review such printed matter before its issuance. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

We understand that your employees will prepare all correspondence and cash, accounts receivable, and other confirmations and schedules and other support we request, and will locate any documents selected by us for testing.

You agree to assume all management responsibilities relating to the financial statements, supplementary information and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, supplementary information and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, supplementary information and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. In our sole judgment, we reserve the right not to do any procedure or take any action that could be construed as making management decisions or performing management functions.

Administration, Fees and Other

Scott Schuster is the partner responsible for supervising the audit engagement and approving the signing and issuance of the auditors' reports.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account, including, but not limited to, 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.

Mr. Matt Kimmick
Mr. James Marcuccilli
May 23, 2016
Page Seven

We will provide copies of our reports to IEDC; however, management is responsible for distribution of the reports and the financial statements, including providing a copy of the reports to the Indiana State Board of Accounts. Management is to provide an unlocked PDF file of the auditors' reports and the financial statements, as well as any written communication provided by us to those charged with governance or management, such as a management letter, to the Indiana State Board of Accounts contact and/or State Examiner within ten days of issuance. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Management is also responsible for notifying the Indiana State Board of Accounts in writing of the date, time and location of the meeting during which the results of the audit will be discussed with entity officials (exit conference) at least five business days in advance of the meeting.

The audit documentation for this engagement is the property of Katz, Sapper & Miller, LLP and constitutes confidential information. However, subject to applicable laws and regulations, we may be requested to make certain audit documentation and appropriate individuals available to the Indiana State Board of Accounts, the Federal or State Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Katz, Sapper & Miller, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other government agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Federal or State Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Pursuant to professional standards, our responsibility as auditors for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. In addition, we are not required to perform any procedures to corroborate such other information or for determining whether such other information contained in these documents is properly stated.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement.

Mr. Matt Kimmick
Mr. James Marcuccilli
May 23, 2016
Page Eight

To ensure that Katz, Sapper & Miller, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the partner before entering into any substantive employment discussions with any of our personnel.

We estimate that our fees for the following services will be:

1. Audit of the financial statements and drafting of the financial statements and supplementary information \$35,000 to \$40,000

The fee estimate is based on the number of hours to be spent, the complexity of the services and the experience of the individuals assigned to the engagement. The fee estimate is also based on the expected timely cooperation of your personnel and other third party providers and the assumption that unexpected circumstances will not be encountered during the engagement. Unexpected circumstances include, but are not limited to, the final trial balance not being provided prior to fieldwork, requested items not being provided or provided timely, accounts not reconciled, or numerous adjusting entries. If significant additional time is necessary, our fees will be increased accordingly. You will also be billed for any travel and other out-of-pocket costs.

Our invoices for these fees will be rendered as work progresses and are payable on presentation. Invoices remaining unpaid for more than 35 days will bear a service charge of 1% per month in accordance with IC 5-17-5-1. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs incurred through the date of termination. You are also obligated to reimburse us for all costs and expenses incurred by us in the collection of our fees for this engagement, including, without limitation, attorneys' fees and court costs.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Mr. Matt Kimmick
Mr. James Marcuccilli
May 23, 2016
Page Nine

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If there is anything in this engagement letter that concerns you, please bring it to our attention. We are willing to consider it and discuss it. Our fees may be affected by the outcome of those discussions, but we are willing to consider any changes you may wish to make. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy of this letter to indicate your acknowledgement of, and agreement with, the terms and return it to us.

Sincerely,



Scott A. Schuster, Partner
KATZ, SAPPER & MILLER, LLP

SAS:dmc
Enclosure

RESPONSE:

This letter correctly sets forth the understanding of Indiana Economic Development Corporation.

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-6-ADM-16-042	2. Date prepared: 8/5/2016
-------------------------------------	-------------------------------

3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>1</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # <u>1</u>
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number: 12090-11000.531012	5. Account Name: ADMINISTRATION
6. Total amount this action: \$0.00	7. New contract total: 30,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year <u>2016</u>	<u>\$30,000.00</u>
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 6/10/2016	12. To (month, day, year): 6/9/2017
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> Emergency	<input type="checkbox"/> Special Procurement
<input type="checkbox"/> RFP# _____	<input type="checkbox"/> Other (specify) _____

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
5-28-14

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
Amended to include additional SBOA language per the amended state examiner directive 2015-2. Vendor will be conducting an independent audit for FY2016. This will be the 4th year IEDC contracts with the vendor to review internal control, procedure and prepare annual financial reports.

38. Justification of vendor selection and determination of price reasonableness:
This vendor has been used in the past and knows our contracts and procedures

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval
Matthew R. Kimmel
Digitally signed by Matthew R. Kimmel
DN: cn=Matthew R. Kimmel, o=Indiana
Economic Development Corporation, ou=
email=mkimmel@iedc.in.gov, c=US
Date: 2016.08.05 16:25:20 -0400

41. Date Approved

42. Budget agency approval
TB

43. Date Approved
8/8/16

44. Attorney General's Office approval

45. Date Approved

46. Agency representative receiving from AG

47. Date Approved

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 0000008114
16. Address: IN Economic Development Corp Central Office 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Joyce Weidner	18. Telephone #: 317/234-8003
19. E-mail address: loweidner@iedc.in.gov	

COURIER INFORMATION

20. Name: Jackie Addison	21. Telephone #: 317-234-8741
22. E-mail address: iacaddlson@iedc.in.gov	

VENDOR INFORMATION

23. Vendor ID #	0000077495
24. Name: KSM BUSINESS SERVICES INC	25. Telephone #: 317-580-2000
26. Address: 800 EAST 96TH STREET STE 500 INDIANAPOLIS, IN 46240	

27. E-mail address: sschuster@ksmcpa.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes No

29. Primary Vendor: M/WBE/IN-Vetera	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100.0 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN-Veteran _____ %

33. Is there Renewal Language in Yes No

34. Is there a "Termination for Convenience" clause in the document? Yes No



FIRST AMENDMENT

This First Amendment (the "**First Amendment**") to the Professional Services Agreement is made by and between the Indiana Economic Development Corporation (the "**IEDC**") and Katz, Sapper & Miller, LLP (the "**Contractor**").

RECITALS

WHEREAS, the IEDC and the Contractor previously entered into that certain Professional Services Agreement, with an effective date of June 10, 2016, and an expiration date of June 9, 2017 (the "**Original Agreement**");

WHEREAS, the Original Agreement and the First Amendment shall hereinafter be referred to collectively as the "**Agreement**"; and

WHEREAS, the IEDC and the Contractor desire to amend the Agreement to include the Amended State Examiner Directive 2015-2.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, obligations and stipulations contained in this First Amendment and the Original Agreement, the parties hereby agree as follows:

EFFECTIVE DATE

1. This First Amendment shall take effect on the last signature hereto ("**Effective Date**").

AMENDMENT

2. Paragraph 10 of the Agreement is deleted and replaced in its entirety with the following:

10. **ACCESS TO RECORDS & AUDITS.**

- (A) The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. The Contractor shall make such materials available to his/her respective office at all reasonable times during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the IEDC or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the IEDC or by any other authorized representative of state government if requested.

- (B) The Contractor acknowledges that it may be required to submit to an

audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with Indiana Code § 5-11-1 *et seq.* and any audit specified by the IEDC.

(C) The parties agree to comply with the provisions of State Examiner Directive 2015-2, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference.

3. The Amended State Examiner Directive 2015-2 is marked as “**Exhibit A**” to this Agreement and incorporated herein by reference.

4. The parties hereby agree that all other unamended terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations and responsibilities of the parties under the Agreement shall transfer and operate under this First Amendment, and shall be construed and shall function as if the Agreement had remained in effect continuously but with the amendment of the terms contained in this First Amendment.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, the Contractor and the IEDC have, through their respective duly authorized representatives, entered into this First Amendment as of the Effective Date. The parties, having read and understood the foregoing terms of this First Amendment, do by their respective signatures dated below hereby agree to the terms hereof.

KATZ, SAPPER & MILLER, LLP



Scott A. Schuster, Partner

8-1-2016

Date

**APPROVED:
STATE BUDGET AGENCY**


BRIAN E. BAILEY, DIRECTOR

8/8/16

Date

**INDIANA ECONOMIC DEVELOPMENT
CORPORATION**

Victor P. Smith, Secretary of Commerce
(Digital Signature Stamp Below)



Digitally signed by
Victor P. Smith
DN: cn=Victor P.
Smith, o=Secretary
of Commerce,
ou=IEDC,
email=vsmith@iedc.i
n.gov, c=US
Date: 2016.08.05
15:50:09 -04'00'

Exhibit A



STATE OF INDIANA

AN EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF ACCOUNTS
302 WEST WASHINGTON STREET
ROOM E418
INDIANAPOLIS, INDIANA 46204-2765

Telephone: (317) 232-2513
Fax: (317) 232-4711
Web Site: www.in.gov/sboa

AMENDED STATE EXAMINER DIRECTIVE 2015-2

Date: April 7, 2016

Subject: Engagement of Private Examiners

Authority: Ind. Code §§ 5-11-1-7, 10, 24; Ind. Code Chs. 25-2.1-3, 4, 5; Ind. Code § 25-2.1-12-3

Application: This Directive applies to all audited entities subject to examination under Ind. Code Ch. 5-11-1.

From: Paul D. Joyce, CPA, State Examiner

Indiana Code Ch. 5-11-1 contains several provisions regarding the engagement of a private examiner. First, the State Examiner may allow the engagement of a private examiner to the extent the State Examiner determines necessary to satisfy the requirements of Ind. Code Art. 5-11. Ind. Code § 5-11-1-7(b). Second, a private examiner is subject to the direction of the State Examiner while performing examinations under Ind. Code Art. 5-11. *Id.* Third, if the State Examiner authorizes the engagement of a private examiner to perform an examination under Ind. Code Art. 5-11, the examination and report must comply with the uniform compliance guidelines established by the State Board of Account under Ind. Code § 5-11-1-24(a). Ind. Code § 5-11-1-24(d). Fourth, if an audited entity subject to examination under Ind. Code Ch. 5-11-1 engages a private examiner, the contract with the private examiner must require the examination and report to comply with the uniform compliance guidelines established by the State Board of Accounts. *Id.* Finally, if proposals for performing a private examination of an audited entity are required, an entity may not request such proposals unless the request has been submitted to and approved by the State Board of Accounts first. Ind. Code § 5-11-1-24(e). In addition, uniform compliance guidelines require that contracts agreed upon between an audited entity and a private examiner be submitted to and approved by the State Board of Accounts. *See* Ind. Code § 5-11-1-24(d); *Guidelines for Audits of County and City Hospitals by Independent Certified Public Accounting Firms* at pg. 4; *Guidelines for the Audits of Charter Schools Performed by Private Examiners* at pg. 3; *Guidelines for Audit of State and Local Governments by Authorized Independent Public Accountants* at pg. 4; and *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance From Governmental Sources* at pg. F-1.

A private examiner engaged under Ind. Code § 5-11-1-7 must hold (1) a valid certificate for a certified public accountant (CPA) or public accountant issued or renewed under Ind. Code Chs. 25-2.1-3 or 4, and (2) a permit issued under Ind. Code Ch. 25-2.1-5 in order to provide applicable reports on financial or attested statements of an audited entity. Individuals and firms not holding a valid CPA or public accountant certificate and permit are prohibited from issuing a report conventionally used by licensees with respect to: (1) a review of financial statements and (2) a compilation of financial statements. Ind. Code § 25-2.1-12-3.

In summary, before engaging a private examiner, an audited entity must: (1) obtain the prior approval of the State Examiner, (2) submit any required requests for proposals to the State Board of Accounts for approval prior to issuing the requests, (3) ensure the contract with the private examiner requires the examination and report to comply with the uniform compliance guidelines established by the State Board of Accounts, (4) submit the agreed upon contract for approval by the State Board of Accounts, and (5) ensure that the private examiner has the required certificate and permit issued under Ind. Code Chs. 25-2.1-3, 4, and/or 5. Failure to follow the steps outlined above will prevent the accountant from being considered a private examiner engaged under Ind. Code § 5-11-1-7.

This Directive may be amended from time to time and may be rescinded at any time in writing by the State Examiner or a Deputy State Examiner.


Paul D. Joyce, CPA
State Examiner