SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and BlueSky Technology Partners, Inc., dba BlueSky Commerce (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.

1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.

1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.

1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.

1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

3.1 The term of this Agreement shall begin upon execution and terminate December 31, 2024, ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A.** Compensation shall not exceed Ninety Thousand Dollars ($90,000).

4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

5.2 Subcontracting.

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

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

5.4 Confidentiality

5.4.1. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a

material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.4.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by Section 5.4.1(d), above.

5.5 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.

5.6 Ownership.

5.6.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

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

5.7 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in

Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	$2,000,000 General Aggregate
	$2,000,000 Products & Completed Ops.
	$1,000,000 Bodily Injury / Prop. Damage
	$1,000,000 Personal / Advertising Injury
	$1,000,000 Each Occurrence

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate projects. ISO Endorsement *CG2503 Per Project Endorsement* or its equivalent shall be used to satisfy the requirement.

B. Auto Liability

Limits of Liability:	$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	$1,000,000 Each Occurrence
	$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.8 Termination for Cause or Convenience.

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

5.8.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

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

5.8.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

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

5.10 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor's

indemnification under this Section shall survive both final payment and the termination of this Agreement.

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

To Contractor:
BlueSky Technology Partners, Inc.
Attn: Todd Irwin
350 Westfield Rd., Suite 400
Noblesville, IN 46060

Courtesy Copy:
Matt Albaugh
Partner
Faegre Drinker
300 N. Meridian St., Suite 250
Indianapolis, IN 46204

To City:
City of Noblesville
Attn: Economic Development
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

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

5.13 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.14 Conflict of Interest.

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

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

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

5.16 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits - because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.17 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

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

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

5.19 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

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

5.21 Successors and Assigns. City and Contractor each bind itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet, or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.

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

5.23 Debarment and Suspension

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

5.23.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

5.23.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

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

5.24 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.24.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.24.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.24.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.24.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

BlueSky Commerce ("Contractor")

By: _____ Date: 1/8/2024

Printed: Todd Irwin

Title: CEO

Approved by the Board of Public Works and Safety of the City of Noblesville this 23rd day of January 2024.

JACK MARTIN, PRESIDENT

JOHN DITSLEAR, MEMBER

LAURIE DYER, MEMBER

ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Blue Sky Commerce

By (Written Signature): [signature]

(Printed Name): Todd Lewis

(Title): CEO

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

SS:

COUNTY OF HAMILTON

Subscribed and sworn to before me this 8 day of JANUARY, 2024.

My commission expires: 02/04/2026 (Signed) Rachel G. Painter

a. Residing in HAMILTON County, State of INDIANA

RACHEL G PAINTER
NOTARY PUBLIC
SEAL
COMMISSION NUMBER NP0713
HAMILTON COUNTY, STATE OF INDIANA

EXHIBIT A

STATEMENT OF WORK

Noblesville Economic Development Website Maintenance, Support & Ad Hoc Marketing Services 2024

December 11, 2023

PROPOSED TO:
Noblesville Economic Development

PRESENTED BY:
BlueSky Commerce

Version 1.0

BlueSky COMMERCE

STATEMENT OF WORK

Noblesville Economic Development Website Maintenance, Support & Ad Hoc Marketing Services 2024

Statement of Work

Estimated Start Date: January 1, 2024

Estimated End Date: December 31, 2024

Project Description:

Statement of Work (SOW) between BlueSky Commerce (BlueSky) and Noblesville Economic Development (NED) for WordPress website maintenance and support for 2024 for choosenoblesville.com.

BlueSky Commerce and Noblesville Economic Development (NED) have partnered to provide website maintenance and support services for choosenoblesville.com, a marketing website dedicated to promoting the growth and development of businesses in Noblesville, Indiana. BlueSky Commerce is a professional services company that provides a full range of business strategy, technology, marketing, and talent services to partners worldwide. NED is dedicated to providing and fostering long-term Noblesville business support and partnerships within the community for thriving local businesses.

The scope of work includes regular updates to WordPress core, plugins, and themes, maintenance and updates to search engine optimization (SEO), troubleshooting and bug fixes, security monitoring, backups and disaster recovery, performance optimization, and content updates as requested by NED. In addition, BlueSky Commerce will provide ad hoc marketing services as needed throughout the year, requiring Change Requests for utilization of the ad hoc budget.

Scope of Work

BlueSky will provide website maintenance and support services for choosenoblesville.com, including but not limited to:

- Regular updates to WordPress core, plugins, and themes
- Maintenance and updates to search engine optimization (SEO)

- Troubleshooting and bug fixes
- Security monitoring and malware removal
- Backups and disaster recovery
- Website performance optimization
- Content updates as requested by NED

BlueSky will continue to manage the WordPress hosting of the site in addition to updating the necessary plugins and technology to keep the site current. The City of Noblesville will continue to be responsible for the website hosting. Website hosting with WPEngine is $590 annually. BlueSky will pass through the expense with no markup.

BlueSky will provide ad hoc marketing services as needed throughout the year, up to a total budget of $30,000. Utilization of the ad hoc budget will require prior written approval from the NED team in the form of Change Requests outlining the deliverables and estimated cost.

These services may include:

- Creative ideation, direction, and design
- Lead generation strategy and tactics
- Support for events and tradeshows
- Social media marketing
- Content creation
- Email marketing

The BlueSky team is positioned to quickly activate and support several ad hoc requests as they arise within the department or when business needs change. The BlueSky marketing team is positioned as a true extension of Noblesville's team to ensure maximum opportunity for success. Examples include discovery sessions, special projects, and custom presentations.

Any BlueSky effort that requires the use of the ad hoc funds will require prior written authorization from the Noblesville Economic Development team. The process for utilization of the ad hoc funds will be to establish Change Requests outlining the deliverables, estimates, and agreement to utilize the funds.

Deliverables

- Monthly reports on website maintenance and support activities, including updates

applied, issues resolved, and performance metrics.

- Monthly budget status reports outlining deliverables, hours, and any budget utilization.
- Ad hoc reports on marketing services provided, including campaign performance and ROI.

Timeline

- The SOW will be effective from January 1, 2024, to December 31, 2024.

Project Management

BlueSky will leverage the following project management measures during this project:

- Monthly status meetings between the Noblesville Economic Development Department and BlueSky Marketing teams. The NED team will provide clear written direction and stated approval of work to be performed during this project before work is performed.
- Monthly status reports generated by the BlueSky project manager describing recent accomplishments, upcoming activities, issues, key dependencies, and the status of any Change Requests.
- Monthly invoice reports with an overview of work completed along with breakdowns of deliverables and each individual who participated in deliverables for the applicable month, as well as the hours and budget status. A memo will be added to each invoice to show the remaining balance of the budget.

The Project Management described above entails a commitment of at least 48 hours of work spread across the contract period (4 hours/month), with a monthly breakdown as follows:

- Meeting preparation and meeting follow-up by the Project Manager.
- Executing monthly status meetings involving the NED Team and BlueSky resources.
- Producing Monthly Status Reports
- Managing Invoice Processes

Terms & Conditions:

1. Travel & Expense
    a. Any travel required, outside of a 25-mile radius from the BlueSky Headquarters, for this project will need to be approved by NED in advance. The BlueSky Commerce project manager will coordinate with the NED

project sponsor for pre-travel approvals. If travel is required then the following conditions apply:

i. All necessary travel and expense must be pre-approved by NED.
ii. BlueSky Commerce associates will utilize economy airfare with the most direct flight (i.e. - shortest duration) and business class hotels when traveling to any NED facility.
iii. All project related expenses such as airfare, mileage, hotel, etc. will be billable back to NED. These expenses will be itemized on subsequent invoices to NED.
iv. BlueSky Commerce requires a $50/day/resource per diem for work related travel. This per diem will be itemized on subsequent invoices to NED.
v. While onsite, NED will provide BlueSky Commerce with onsite workspace, network/internet access (if applicable), project related environment access, and all pertinent toolsets to perform the work identified herein.
vi. Half of the actual travel time by BlueSky Commerce resources will be billed back to NED. Travel time is not estimated in the consulting services estimate in the Financial Agreement section herein.

2. NED will provide BlueSky Commerce with access to key business process owners which harbor ownership relating to the project requirements.

3. BlueSky Commerce's ability to adhere to the work schedule is dependent on the availability and responsiveness of the NED's staff.

4. Changes not included in the Project Description or Scope of Work sections above will be documented in a Change Request and billed on a time and materials basis. BlueSky Commerce will update NED of any "out of scope" changes on a timely basis and the Change Request will be issued. NED must approve the Change Request before work is started.

5. NED will provide remote access (VPN, Citrix or other) to their systems as necessary.

6. While onsite, NED will provide BlueSky Commerce with onsite workspace, network/internet access (if applicable), project-related environment access, and all

pertinent toolsets to perform the work identified herein.

7. BlueSky Commerce will not be held liable for defects or limitations in any third-party software. In the event that such defects or limitations are found, BlueSky Commerce will notify NED immediately and determine the path to resolution. Typically, an occurrence such as this will cause a delay to the project plan and increase the scope of the project. BlueSky Commerce will document any such occurrence in a Change Request and require NED's written approval prior to moving forward. Change Requests will identify any change in the timeline and costs associated with the change.

8. This SOW is valid for 10 days from initial SOW delivery to NED. This condition applies to any offers or rate discounts herein.

Out of Scope

The following items are not included in the scope of work for this SOW:

- Any production of marketing materials or digital marketing activities outside of recommended marketing strategies exceeding budget allocations as described herein.
- Printing costs for any collateral materials needed as part of this engagement
- If out-of-scope items are requested, BlueSky Commerce will communicate an estimated amount of time and budget to complete for NED approval.

Payment Terms

BlueSky anticipates that the website maintenance and project management costs will range from a minimum of $1,260 per month to a maximum of $5,000 per month, depending on the agreed-upon support services. Invoicing will be conducted for the services rendered in the preceding month. Additionally, ad hoc marketing services will be invoiced separately as they are provided, with a total budget not exceeding $30,000 throughout this agreement.

Total Budget

- The total fee for website maintenance and support services for 2024 will be up to $60,000 ($5,000/month). BlueSky will invoice NED monthly on a time and material basis not to exceed $60,000 for the duration of this SOW. Detailed invoices will be provided to NED outlining resources, hours, a description of the work performed,

and a memo on the remaining budget. Routine website maintenance and project management will be performed every month at a minimum of 9 hours per month ($1,260).

- The total budget for ad hoc marketing services for 2024 will be $30,000 and will be invoiced on a time and materials basis. Detailed invoices will be provided to NED outlining resources, hours, and a description of the work performed. Utilization of the ad hoc budget requires prior written approval from the Noblesville Economic Development team resulting in a Change Request.
- The total budget for all services described herein by BlueSky for 2024 will not exceed $90,000 without an approved Change Request.

This SOW is the contractual agreement between BlueSky and NED for website maintenance and support services for choosenoblesville.com and ad hoc marketing services for 2024.

Rate Card

Category	Resource*	Rate
Project Management	Rachel Painter	$120
Strategic Direction	Lori Winkler	$180
Creative Direction	Chris Dixon	$160
Web Development	Shea Shay	$120
Web Maintenance	Shea Shay	$120

*Resources subject to change based on availability.

Financial Agreement

1. BlueSky Commerce will invoice using Net 15 terms.
2. Late payments will be assessed a monthly 1% late payment fee.
3. If any Change Requests are required during this engagement then BlueSky Commerce and NED agree that those will be billed based on the established rate card herein.
4. The project budget listed above does not include Travel & Expense. See the Support Contract Conditions section herein.

Acceptance:

Company: Noblesville Economic Development	Company: BlueSky Commerce, Inc.
Title:	Title: CEO
Name:	Name: Todd Irwin
Signature:	Signature:
Date:	Date:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

AMJ Insurance, Inc.
PO Box 580
FISHERS, IN 46038

CONTACT NAME: Michael George
PHONE (A/C, No, Ext): (317)735-4072 FAX (A/C, No): (800)852-6810
E-MAIL ADDRESS: mgeorge@amj-ins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Hartford	29424
INSURER B :	The Hartford	00914
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

BLUESKY TECHNOLOGY PARTNERS/WI Real Estate Holdings, LLC
ERIC WARNE
350 WESTFIELD RD STE 400
NOBLESVILLE, IN 46060

COVERAGES

CERTIFICATE NUMBER: 00000612-1420325 REVISION NUMBER: 76

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		36SBANU8819	08/01/2023	08/01/2024	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y		36SBANU8819	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y		36SBANU8819	08/01/2023	08/01/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		36WBCID2449	08/01/2023	08/01/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Errors and Omissions	Y		36SBANU8819	08/01/2023	08/01/2024	2000000 occurrence	2,000,000
A	Cyber Liability	Y		36SBANU8819	08/01/2023	08/01/2024	2000000 occurrence	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Noblesville listed as additional Insured

CERTIFICATE HOLDER

City of Noblesville
Attn: Economic Development
16 S. 10th Street
NOBLESVILLE, IN 46060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael S. George (MSG)

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THE CITY OF NOBLESVILLE EST. 1823

FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 01/23/2024 *(put N/A if not submitting to BoW/Park Board)*

Vendor name: BlueSky Commerce

9499 **Vendor Address:** 350 Westfield Rd. Suite 400, Noblesville, IN 46060

Brief description of purchase: Marketing & Website service for 2024

Source of Funding:

- [x] Current Year Operational Budget
- [ ] Subsequent Year Operational Budget[1]
- [ ] Funding not yet finalized (attach explanation)[2]
- [ ] Loan or debt proceeds
- [ ] Non-Appropriated Fund[3]

Fund #		101
Department #		011
Project # (NA if no project #)		
	Expense Object #	**Amount**
#1	310.100	$ 90,000.00
#2		
#3		

1) *This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.*
2) *This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.*
3) *These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.*

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- [x] Yes *Select for all purchases/contracts that will not be paid immediately*
- [ ] No *Select ONLY if department plans to initiate payment immediately*

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

(Signature) Andrew Murray *(Printed Name)* 1/08/24 *(Date)*

Please email completed form to OFAbudget@noblesville.in.us

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- [ ] **Purchase Order Created** **PO # (If applicable):** 240043
- [x] **Reviewed Availability of funds** *(Contract/Purchase of over $50k or paid with debt proceeds only)*

OFA Signature

- [ ] **No Action Taken** *(Department should still include this form in purchase/contract approval submission)*

Comments:

Initials: HT Date: 01/08/2024

Installed by the CITY OF NOBLESVILLE-2013

PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270

Form 98 (Rev. 1998)

PAGE: 1

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT
356001141

NOBLESVILLE IN 46060
PHONE: 317-776-6328
FAX: 317-776-6369

PURCHASE ORDER NO. 240043

THIS NUMBER MUST APPEAR ON INVOICES, A/P VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE.

SHIP TO:

TO
VENDOR # 9499
BLUESKY COMMERCE
350 WESTFIELD ROAD
SUITE 400
NOBLESVILLE IN 46060

ATTN:

DATE	DEPARTMENT	SHIP TO ARRIVE BY
01/08/2024	ECONOMIC	

APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
101011310.100	1.0		MARKETING & WEBSITE SERVICES FOR 2024		90000.00	90000.00

	SHIP VIA	TOTAL 90000.00

SHIPPING INSTRUCTIONS
* SHIP PREPAID
* C.O.D. SHIPMENTS CANNOT BE ACCEPTED
* PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
* THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT
* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
* I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY H. Gradley

TITLE CONTROLLER

ORIGINAL - VENDOR'S COPY