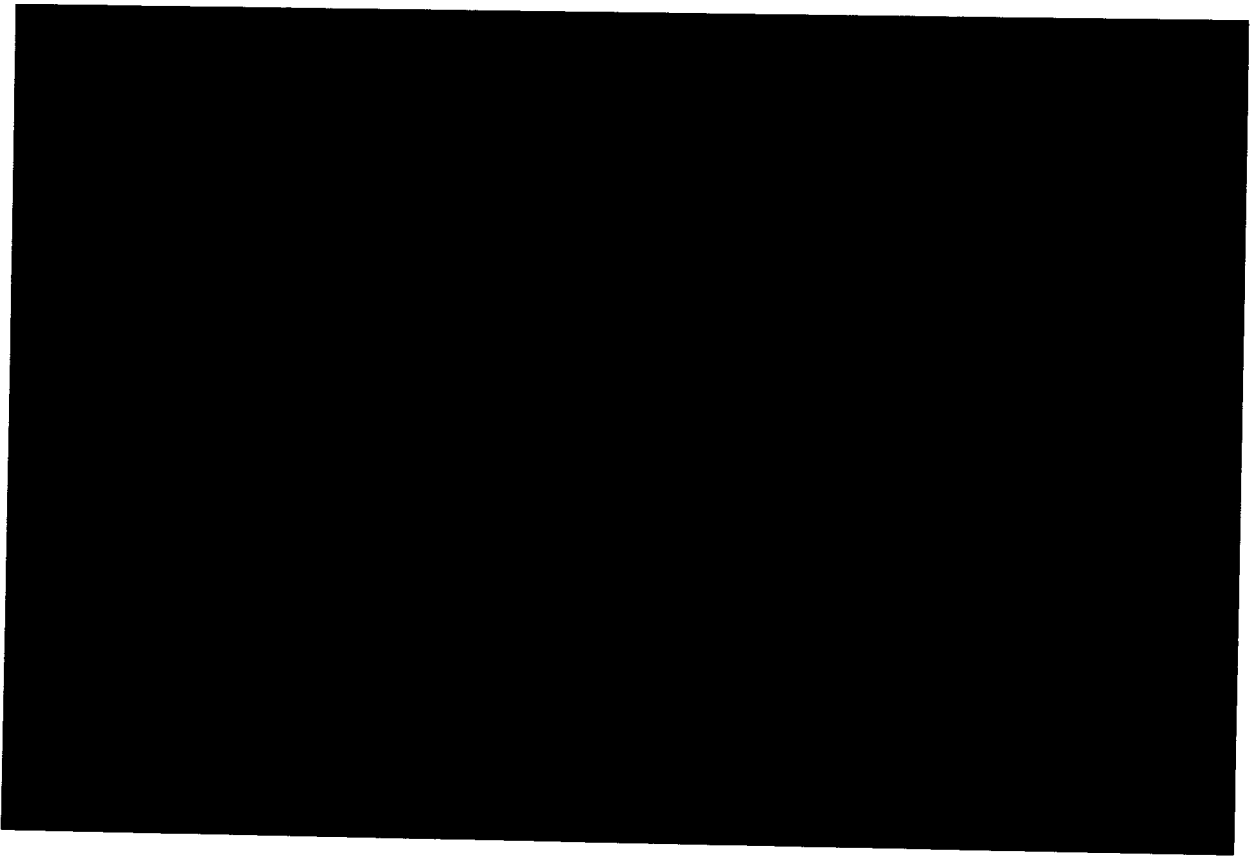


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# City of Alexandria

Financial Advisory Services Proposal

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## 1.0 Executive Summary

The City of Alexandria, Indiana requires support to modernize, stabilize, and strengthen its financial operations. To assist the Clerk-Treasurer's office in fulfilling its statutory responsibilities and maintaining compliance with the State Board of Accounts (SBOA) and Department of Local Government Finance (DLGF), EXOS will provide financial operations support, best practice municipal accounting guidance, and advisory services.

The engagement includes support and review of all City Funds, including, but not limited to, General Fund, other Funds that receive property tax disbursements to the City, such as, Local Income Tax (LIT), Motor Vehicle Highway (MVH), Local Road & Street (LRS), Parks, Rainy Day, Riverboat, and all enterprise Funds: Water, Waste Water, Storm Water and any debt Funds associated with the list above.

This is not an all-inclusive list. Any additional Funds identified will be added to the engagement at no additional cost to the City. It is the intent of the agreement to encompass all Funds that are or have been accepting revenue and/or spending tax and enterprise revenues during the periods of January 1, 2025, through the end of this engagement, which is scheduled to end on or before, January 31, 2027.

This proposal, including all sections and attachments hereto, constitutes the Statement of Work as referenced in Article 1, Section 1.1 of the Master Services Agreement executed between the Parties as of the Effective Date.

Our engagement will support:

- Bank reconciliations
- General ledger entries, corrections, and financial adjustments
- DLGF reporting (budgets, financial statements, annual uploads)
- SBOA reporting and audit preparation.
- Best practice accounting for revenue, expenditures, and fund management
- Operational support for all aspects of the Clerk-Treasurer's office



### *Section 1.1*

## Areas of Opportunity

The City of Alexandria has identified several financial and operational needs:

- Timely and accurate bank reconciliations
- Correction of ledger entries and validation of fund balances
- Completion of DLGF and SBOA reporting with accuracy and compliance
- Improved documentation and internal processes to reduce audit findings.
- Process modernization within the Clerk-Treasurer's office.
- Establishment of stable, repeatable financial workflows
- Ongoing advisory guidance to support compliance and decision-making.

### *Section 1.2*

## Our Solution

EXOS will deliver Municipal Financial Operations & Advisory Services tailored to Alexandria's needs. These include:

- Hands on financial operations and process mapping.
- Statutory reporting execution.
- Audit preparation and documentation.
- Implementation of best practice workflows.
- Support with office operations and communication.
- Continuous compliance oversight.
- Any other needs identified during the course of the engagement.



## Scope of Work

### Phase 1 – Stabilization & Assessment

- Review current financial records, reconciliations, ledgers, and reporting status.
- Identify outstanding tasks, compliance risks, and operational gaps.
- Verify banking data, fund structure, and cash balances.
- Develop a financial reporting calendar and compliance timelines.

### Phase 2 – Financial Operations Execution

- Perform bank reconciliations for all funds.
- Prepare and post general ledger entries.
- Correct mis-posted transactions, duplicate entries, or fund variances.
- Maintain audit ready documentation and reconciliation packets.
- Improve and document internal workflows.

### Phase 3 – Reporting & Compliance

- Support the Clerk-Treasurer in the preparation and submission of all required DLGF filings.
- Support the Clerk-Treasurer in the preparation and submission of all required SBOA filings.
- Support audit prep, evidence collection, and post audit remediation.
- Monitor compliance and reporting deadlines throughout the year.

### Phase 4 – Clerk-Treasurer Office Support

- Assist with daily office operations.
- Provide guidance on claims, receipting, payroll verification, and fund activity.
- Improve documentation standards and communication processes.
- Support long-term operational planning and procedure development.



Section 1.3

## Project Costs

We believe the Financial Advisory Services will give City of Alexandria the solution needed for success.

Deliverables	Price	QTY	Total
Advisory Services (Hourly)	\$250.00	100	\$25,000.00

**Minimum Project Spend \$25,000.00**

**Not to Exceed Cost: \$124,750.00**

*To evidence the Parties' agreement to this Proposal, they have executed it as of the Effective Date.*

**EXOS IT**

**City of Alexandria**

By:

By:

Name:

Name:

Title:

Title:

Name

**Signature**

**Signature**

Name

Title

Title



## 2.0 Proposal Breakdown

### Section 2.1

#### Deliverables

The City of Alexandria seeks nine (9) months of engagement to modernize and stabilize its financial operations. EXOS will provide advisory and operational support—ranging from bank reconciliations and ledger corrections to DLGF/SBOA reporting, audit preparation and assisting with implementing best practice workflows—for the clerk treasurer's office. The project will be delivered in four phases (stabilization and assessment; financial operations execution; reporting and compliance; clerk-treasurer support), with work including cashflow analyses, budget controls, internal control recommendations, and staff training.

### Section 2.2

#### Schedule

Below is a structured, predictable timeline for a nine (9)-month engagement. Actual timing may vary based on operational needs, audits, or state deadlines.

##### **Month 1: Stabilization & Assessment**

- Review all financial records.
- Complete backlog of bank reconciliations
- Identify ledger corrections.
- Establish reporting calendar.
- Begin initial workflow improvements.

##### **Months 2-3: Financial Operations Execution**

- Maintain monthly reconciliations.
- Correct and post general ledger entries.
- Standardized documentation practices
- Prepare for midyear reporting deadlines.

##### **Months 4-6: Midyear Compliance & Reporting**

- Submit applicable DLGF filings.
- Prepare midyear SBOA documentation.
- 
- Update reconciliation packets and internal controls.



**Months 7-8: Operational Optimization**

- Implement improved office processes.
- Enhance fund tracking and reporting.
- Provide strategic financial advising to City leadership.
- Identify the year-end needs early.

**Month 9: Year-end & Audit Preparation**

- Complete year-end financial reconciliation.
- Prepare and submit required SBOA annual filings.
- Assemble audit-ready documentation.
- Conduct year-end review and planning for the next fiscal year.

## Section 2.3

### Client Responsibilities

- **Provide Access:** Ensure timely access to systems, personnel, facilities, data, and any other resources required for project execution.
- **Designate a Project Contact:** Appoint a primary point of contact to coordinate communications, approvals, and feedback.
- **Timely Reviews and Approvals:** Review and provide feedback, sign-offs, or approvals on deliverables within mutually agreed timelines.
- **Provide Accurate Information:** Ensure all information, requirements, and documentation provided are accurate and complete to the best of their knowledge.
- **Change Management Participation:** Participate in and support any agreed-upon change management or communication efforts.
- **Support Environment Readiness** (if applicable): Prepare and maintain any required environments (e.g., testing, development, production) in a timely manner.
- **Ensure Third-Party Cooperation** (if applicable): Facilitate cooperation from any third-party vendors, providers, or stakeholders necessary for the completion of the project.

## Section 2.4

### Assumptions

- The Clerk-Treasurer retains statutory authority over all financial decisions.
- EXOS provides operational and advisory support only.
- Timelines may adjust based on record availability or City staffing.
- The third-party vendor is the expert on their systems, municipal finance regulations, and the major efficiencies gained by adoption.
- The city will provide timely access to staff and documentation required for advisory support.
- Changes in scope require formal written approval.
- Any third-party dependencies will be managed or coordinated by the Client, unless otherwise stated.
- Project success depends on mutual collaboration, clear communication, and adherence to agreed schedules.



**No Professional or Fiduciary Advice.** EXOS is engaged to provide general consulting services. EXOS is not acting as a certified public accountant, auditor, investment adviser, municipal advisor, tax adviser, legal counsel, engineer, or environmental consultant. EXOS will not prepare or audit financial statements, provide opinions on financial data, render legal, investment or tax advice, or make recommendations regarding the issuance or sale of any securities. The City acknowledges that it will rely on its own professionals (e.g., auditors, legal counsel, municipal advisors, and environmental consultants) for advice on accounting, tax, legal, investment and regulatory matters. EXOS IT may rely, without independent verification, on information supplied by the City and its representatives. Any decisions or actions taken by the City in connection with the services provided are the sole responsibility of the City.



## Section 2.5

### Project Changes

Any modification or deviation to this proposal, including Deliverables, timeframes, and related pricing, shall be requested by a Party by submitting a written change request in the form attached (a "Change Request") to the other Party. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request.

If both Parties mutually agree in writing to implement the Change Request, then such Change Request will be incorporated into this proposal as an addendum when signed by authorized representatives of both Parties. If either Party rejects a Change Request or if the Parties cannot agree on any adjustment, the Parties shall proceed to fulfill their respective obligations in accordance with this proposal.



## 3.0 Travel Policy

Travel expenses incurred by EXOS associates while performing work on behalf of the Client outside of the Indianapolis Metropolitan Area will be billed to the Client at cost (except for per diem charges) according to the guidelines listed below. All relevant travel receipts will be provided to the Client along with invoices containing charges for reimbursement (except per diem). Guidelines shall be effective from January 1 through December 31 of the effective contract calendar year.

### **Mileage**

Mileage shall be reimbursed at the IRS published standard rate for the effective contract calendar year.

### **Car Rental**

If required, a standard/intermediate class vehicle may be rented at a rate of up to \$85/day.

### **Airfare**

If required, tickets for economy/business class air travel will be procured for travel on a major standard (non-luxury) airline (Southwest, American, United, Delta, etc.). Round-trip airfare costs exceeding \$600 will require approval from the Client.

### **Lodging**

Standard accommodations shall be provided at a Marriot hotel (or equivalent) at a rate of up to \$200 per night in cases where duration of travel and work is expected to exceed 1 day. Rates may exceed aforementioned limit if extenuating circumstances are present (high demand, location, etc.). Approval from the Client will be sought in such cases. Lodging shall be located within 25 miles from work site at end of business hours.

### **Per Diem**

Reimbursement for food and miscellaneous travel expenses. Receipts will not be provided for this category, instead a flat rate of \$55 per day during travel will apply.

### **Labor**

Labor charges will be incurred at an hourly rate of \$200 up to 8 hours per day beginning at time of departure and ending upon return to home airport or city.



## 4.0 Additional Terms

The following terms supplement the Master Services Agreement and apply specifically to the services described in this proposal. To the extent of any conflict between these Additional Terms and the Master Services Agreement, these Additional Terms shall control.

**Section 4.1 — Clerk-Treasurer Authority.** All financial entries, corrections, filings, and submissions prepared by EXOS in connection with the services shall be subject to the review and approval of the Clerk-Treasurer (or the Clerk-Treasurer's designee) prior to submission or posting. EXOS shall not submit any filing or post any entry without the Clerk-Treasurer's prior authorization.

**Section 4.2 — Scope Limitation.** EXOS is engaged to provide general operational support and advisory services. EXOS is not acting as a certified public accountant, auditor, municipal advisor, investment adviser, tax adviser, or legal counsel. The City shall rely on its own licensed professionals for advice on accounting, tax, legal, investment, and regulatory matters. EXOS shall have no liability for any decision made or action taken by the City based on information, analysis, or recommendations provided by EXOS in connection with the services.

**Section 4.3 — Data Handling and Records.** EXOS shall implement and maintain reasonable administrative, technical, and physical safeguards to protect City data accessed or maintained in connection with the services. EXOS shall not access, use, or disclose City data except as necessary to perform the services or as required by law. Upon termination or expiration of this engagement, EXOS shall return to the City all City data, records, and documents in EXOS's possession or control within thirty (30) days and shall not retain copies except as required by law or professional standards.

**Section 4.4 — Public Records.** The Parties acknowledge that the City is a municipal entity subject to the Indiana Access to Public Records Act (IC 5-14-3). Nothing in the Master Services Agreement, this proposal, or any related Confidentiality and Nondisclosure Agreement shall require the City to withhold records that are subject to disclosure under applicable law.



## MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is made as of 03-24-2026 (the “**Effective Date**”), between Sondhi Solutions, LLC, an Indiana limited liability company (“**Sondhi Solutions**”) (D/B/A EXOS IT), and the City of Alexandria (“**Client**”). In this Agreement, EXOS IT and Client are each referred to as a “**Party**,” and they are referred to collectively as the “**Parties**.”

### RECITALS

- a. Client requires certain information technology services to be described in a separate Statement of Work;
- b. EXOS is in the business of providing such services;
- c. The Client desires to retain EXOS to perform those services; and
- d. EXOS IT agrees to perform these services for Client under the terms and conditions set forth in this Agreement.

### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE 1 - TERMS OF SERVICES

**1.1 Statement of Work.** Subject to the provisions of this Agreement, Client shall engage EXOS to provide, and EXOS shall provide, the work described in the written statement(s) of work in substantially the form of Exhibit 1 attached hereto (each, a “Statement of Work”), as may be agreed to between the Parties. Additional Statements of Work shall be attached to this Agreement as successively numbered exhibits and shall incorporate the terms and conditions of this Agreement. Each Statement of Work will specify and describe the scope of services, schedule, price, expenditure constraints, technical and functional specifications, milestones, deliverables, training, task managers, requested personnel, Client resources, applicable warranties, and such other matters as the Parties may otherwise include. Each Statement of Work, when executed by the Parties, will be deemed part of this Agreement. If an irreconcilable conflict exists between this Agreement and a Statement of Work exists, the terms of the Statement of Work will control.

**1.2 Nature of Relationship.** Client acknowledges and agrees that EXOS IT’s relationship to Client is that of an independent contractor. EXOS IT is not an employer, employee, partner, agent, or joint venturer of Client for any purpose. Neither EXOS IT nor any EXOS IT personnel will receive any of the benefits that Client provides to its employees. EXOS IT shall pay all compensation, taxes, insurance, and benefits associated with its employees.



**1.3 Agreement Against Raiding.** During the term of this Agreement and for a period of one year thereafter, Client shall not, directly or indirectly, in any capacity, attempt to hire, engage or employ, or solicit, contact, or communicate with, for the purpose of hiring, engaging or employing any EXOS personnel who became known to Client as a result of the Services provided hereunder. Notwithstanding the foregoing, nothing shall prohibit Client or its representatives from hiring, engaging, or soliciting anyone who: (a) responds to (i) any public advertising of a general nature not specifically targeted to EXOS personnel, or (ii) a search firm that is not directed or encouraged to target EXOS personnel; or (b) has been terminated by EXOS prior to commencement of engagement or employment discussions.

**1.4 Use of Client's Name.** During the term of this Agreement, EXOS may use Client's name in its resumes, Client lists, case studies, and in other promotional information, including, but not limited to, press releases, brochures, reports, letters, white papers, and electronic media such as e mail or web pages if Client approves in advance any such usage, which approval will not be unreasonably withheld. Following the termination of this Agreement, EXOS shall seek written authorization from Client to use its name in any promotional literature or reference lists.

## ARTICLE 2 - TERM AND TERMINATION OF AGREEMENT

**2.1 Term of Agreement.** This Agreement begins on the Effective Date and ends when terminated in accordance with section 2.2 of the Agreement.

**2.2 Termination.** Either Party may terminate the Agreement, without cause, by notifying the other Party, in writing, of its intent to terminate at least 30 days before the termination becomes effective, unless a Statement of Work under which EXOS IT is then providing provides otherwise. Termination of the Agreement will not affect Client's obligation to pay for any services completed.

## ARTICLE - 3 CLIENT'S PAYMENT OBLIGATIONS

**3.1 Billing and Payment of Recurring Services.** Client agrees all recurring services and licensing are billed upfront on a calendar month basis. Within 15 days of the invoice date, the recurring invoice charges will be auto debited from the Client's bank account upon Client execution of the ACH Authorization Form, unless an alternate payment method was agreed upon. Disputes of charges must be made no later than 30 days from the invoice date.

**3.2 Billing and Payment of Equipment.** Client agrees all equipment will be billed upon receipt of the equipment. Within 15 days of the invoice date, the equipment charges will be auto debited from the Client's bank account upon Client execution of the ACH Authorization Form, unless an alternate payment method was agreed upon. Disputes of charges must be made no later than 30 days from the invoice date.

**3.3 Billing and Payment of Project Services.** Client agrees all project services will be billed in accordance with the Statement of Work. Within 15 days of the invoice date, the services charges will be auto debited from the Client's bank account upon Client execution of the ACH Authorization Form, unless an alternate payment method was agreed upon. Disputes of charges must be made no later than 30 days from the invoice date.



**3.4 Payment of Expenses.** Client shall reimburse EXOS for all reasonable and necessary out-of-pocket expenses that EXOS IT may incur in providing Services under this Agreement. EXOS shall request Client's preapproval for any individual expense exceeding \$100. Client shall pay any additional amounts needed to pay any taxes, however designated or levied, applicable to any Services or deliverables provided hereunder, other than taxes on EXOS's income.

**3.5 Survival of Payment Obligations.** Notwithstanding anything herein to the contrary, upon termination of this Agreement, Client shall remain liable for any underlying hosting or license fees set for the remainder of the term of any applicable underlying hosting or license agreement, as set forth in a Statement of Work.



## ARTICLE 4 - INDEMNITY

**4.1** Each Party shall indemnify and defend the other Party, its officers, directors, employees, and agents against all actual and threatened claims and pay all damages, losses, liabilities, judgments, penalties, costs, expenses, and reasonable attorneys' fees arising out of or related to

- a. The indemnifying Party's breach of any representation, warranty, or obligation in this Agreement.
- b. Any bodily injury, sexual harassment, or property damage claim caused by the actions of the indemnifying Party, its officers, directors, employees, agents, representatives, or contractors, or
- c. A claim that the indemnifying Party's services, work, or actions infringe any valid, enforceable United States patent or copyright or misappropriate a trade secret or other proprietary right of a third party.

Notwithstanding the indemnification obligation in section 4.1, EXOS will not have any obligation to indemnify Client or any of its officers, directors, or employees the extent the alleged infringement is attributable to Services being performed or deliverables being provided in accordance with specifications provided by Client. Further, each Party is liable for its own acts and those of its personnel to the extent provided by law and neither Party will indemnify the other for a party's own breach of contract, negligence, or intentional tort.

**4.2** Eligibility for the indemnification is contingent upon the satisfaction of all the following conditions:

- a. The Party requesting indemnity must give the indemnifying Party prompt written notice of the claim for which indemnity is sought.
- b. The indemnifying Party must have sole control over the defense and settlement negotiations of the indemnified claim.
- c. The indemnified Party must cooperate with the indemnifying Party in the defense and settlement negotiations of the indemnified claim.

**4.3** Cybersecurity service indemnification and hold harmless terms:

- a. Client acknowledges that despite the best efforts of EXOS IT, no system is completely secure and cyber security attacks may occur. Therefore, the Client agrees to indemnify and hold harmless EXOS IT, and its officers, directors, employees, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any cyber security attack on the Client's systems or networks, whether or not such attack was prevented or mitigated by EXOS IT services;
- b. EXOS IT shall have no liability for any damages, losses, or costs incurred by the Client as a result of a cyber security attack, including but not limited to lost profits, business interruption, or reputational harm;
- c. This hold harmless clause shall survive the termination or expiration of this Agreement.



## ARTICLE 5 - LIMITATION OF LIABILITY

**5.1 Limitation of Liability.** EXOS liability (whether in contract, tort, negligence, strict liability, by statute or otherwise) to Client or to any third party concerning performance, non performance, or any other matter arising out of or related to this Agreement shall, in the aggregate, be limited to direct and actual damages incurred by such person, and in no event exceed the greater of the amount of fees received by EXOS IT or the amount payable under EXOS IT's applicable insurance policy, except for EXOS IT's indemnification obligations in Article 4.

**EXCEPT TO THE EXTENT AWARDED TO A THIRD PARTY BY ANY COURT (OR INCLUDED IN ANY SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY) AND RELATED TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS IN ARTICLE 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS, LOST REIMBURSEMENTS, LOST DATA OR LOST SAVINGS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.**

**5.2 Limitation of Actions.** Neither Party may bring a claim against the other more than one year after the cause of action arises.

## ARTICLE 6 - CONFIDENTIALITY AND NONDISCLOSURE

The Parties' obligations to maintain, protect and prevent the disclosure of the other Party's confidential information is governed by the Parties' previously (or any subsequently) executed Confidentiality and Nondisclosure Agreement, which is fully incorporated herein, and which will survive and take precedence over any other agreement or Statement of Work executed between the Parties. In the event of any breach of confidentiality, EXOS will notify Client immediately.



## ARTICLE 7 - FORCE MAJEURE

**7.1 “Force Majeure Event”** means an occurrence after the Effective Date that

- a. Was foreseeable or unforeseeable by the Parties on the Effective Date;
- b. Is beyond the non-performing Party’s control;
- c. Is beyond the non-performing Party’s ability to avert through its exercise of reasonable diligence; and
- d. Prevents or delays the non-performing Party’s performance under the Agreement.

Force Majeure Event includes, but is not limited to, each of the following so long as it satisfies (i) through (iv): earthquake, fire, flood, tsunami, landslide, epidemic, quarantine, act of war, revolution, act of terrorism, explosion, embargo, strike, lockout, interruption of transportation, act of the government or public authority, or act of God.

**7.2 Excuse for Non-Performance.** If a Party is unable to perform any obligation under this Agreement due to a Force Majeure Event, the Party is excused from any delay or failure to perform its obligations under this Agreement during the duration of the Force Majeure Event, but only if the non-performing Party:

- a. Provides notice of the Force Majeure Event, including its nature and expected duration, as soon as practicable after it knows or should have known of the Force Majeure Event giving rise to or appearing likely to give rise to a delay or failure to perform its obligations, and
- b. Continues to use its best efforts to recommence performance to whatever extent possible without delay.

**7.3 Termination.** If the non-performing Party’s delay or suspension of performance due to a Force Majeure Event lasts more than 30 days, the other Party may terminate this Agreement by giving written notice to the non-performing Party.

**7.4 Exclusive Remedy.** This section is the non-performing Party’s exclusive remedy for a Force Majeure Event.

## ARTICLE 8 - GOVERNING LAW AND DISPUTE RESOLUTION

**8.1 Governing Law.** Indiana law governs this Agreement and all matters arising under or relating to this Agreement.

**8.2 Negotiation.** If the Parties have any dispute that arises under or relates to this Agreement, the parties shall initially attempt in good faith to resolve the dispute through informal negotiation. A Party shall give written notice of the dispute to the other Party (the “Request to Negotiate”) describing the nature of the dispute and the requested relief. No later than seven days after delivery of the Request to Negotiate, each Party shall designate a representative to meet to resolve the dispute.



**8.3 Mediation.** If the parties are unable to resolve the dispute within 30 days of the delivery of the Request to Negotiate, the parties shall submit the dispute to mediation in accordance with the American Arbitration Association's Commercial Mediation Procedures. The Parties may shorten or extend the 30-day negotiation period by mutual written consent. If the Parties are unable to resolve their dispute through mediation, either Party may initiate litigation in accordance with section 8.4.

**8.4 Forum for Litigation.** The Parties shall file any action arising under or relating to this Agreement only in the state and federal courts located in Marion County, Indiana. The Parties hereby consent to those courts' exercising personal jurisdiction over them with respect to this Agreement and waive any right to transfer from the courts of Marion County.

**8.5 Waiver of Right to a Jury Trial.** Each Party knowingly, voluntarily, and intentionally waives its right to a trial by jury in any legal proceeding arising under or relating to this Agreement. This waiver applies to any legal proceeding, whether in contract, tort, or otherwise. Each party represents that it has received the advice of competent counsel in considering this waiver.



## ARTICLE 9 - GENERAL PROVISIONS

**9.1 Notices.** The Parties shall send any notice or other communication required by this Agreement in writing by both electronic mail and by United States mail, certified mail return receipt requested. Notices and communications will be sent to Client at the following addresses

Send notices to:

City of Alexandria  
125 N. Wayne  
Alexandria, IN, 46001

Attention: Mayor Todd Naselroad  
Email: alexmayor@cityofalexandria.in.gov

With copies to:

Attention:

Email:

### **Contract Address**

### **Full Name**

### **Email Address**

to EXOS IT at the following addresses:

EXOS IT  
135 North Pennsylvania Street, Suite 2300  
Indianapolis, IN 46204  
Attention: Ryan Vaughn, President  
Email: rvaughn@weareexos.com



Notices and communications will be deemed received three days after the day of dispatch. A party may change its address for notice at any time upon written notice to the other party as provided in this section.

**9.2 Assignment and Delegation.** Without the prior written consent of the other Party, neither Party shall assign its rights under this Agreement, whether by contract, merger, consolidation, dissolution, by operation of law, or other means. If a party attempts to assign its rights under this Agreement in violation of this section, the other Party may deem the assignment void for all purposes. Without the prior written consent of the other Party, neither Party shall delegate its performance under this Agreement. If a party attempts to delegate its performance under this Agreement in violation of this section, the other Party may deem the delegation void for all purposes.

**9.3 Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. This provision does not address, directly or indirectly, whether the parties may assign their rights or delegate their obligation under this Agreement. Section 9.3 addresses those matters.

**9.4 Entire Agreement.** This Agreement (together with any Statement of Work and Confidentiality and Nondisclosure Agreement) constitute the entire agreement between the Parties as to the subject matter hereof, and no covenants, representations, or warranties have been made or are being relied upon by any Party except as expressly set forth in this Agreement or incorporates Statements of Work. Any prior negotiations, discussions, or agreements are merged into this Agreement, shall not operate to alter, modify, impair, or affect this Agreement or the interpretation of this Agreement, and are inadmissible as evidence in any legal proceedings. This Agreement supersedes any prior agreements, written or oral, respecting the subject matter of this Agreement.

**9.5 No Oral Amendment, Modification, or Waiver.** The Parties shall not amend or modify this Agreement except in a written agreement signed by all Parties. No Party may waive any provision of this Agreement except in a writing signed by the Party who makes the waiver. Any attempt orally to amend, modify, or waive this Agreement, or any portion of this Agreement, is void.

**9.6 Severability.** If any provision in this Agreement is declared to be unenforceable by a court of competent jurisdiction, that provision is deemed severed and the other provisions in this Agreement will remain in effect. Notwithstanding the previous sentence, the court can reform the unenforceable provision to the minimum extent necessary to render the provision enforceable according to its original business purpose.

**9.7 Interpretation.** This Agreement has been fully negotiated by the Parties, and any ambiguities will not be strictly construed for or against any Party. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation.

**9.8 Authority to Execute Agreement.** By signing below, each Party represents and warrants that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any bylaw, covenant, or other restrictions placed upon that Party.



**9.9 Counterparts.** The Parties may execute this Agreement in counterparts, each of which when executed and delivered to the other Party will be deemed a completely executed original. All executed and delivered originals taken together will constitute a single agreement as if both parties had executed the same document. Signatures received by facsimile or email are deemed original signatures.

To evidence the Parties' agreement to this Master Services Agreement, they have executed it as of the Effective Date.



EXOS

City of Alexandria

By:

By:

Name:

Name:

Todd NASELROND

Title:

Title:

MAYOR

Signature

Signature

- 4-6-26

Name

Name

Title

Title