

**CONTRACT FOR PROFESSIONAL COMMUNITY AND  
ECONOMIC DEVELOPMENT SERVICES BY AND BETWEEN  
TOWN OF WHITELAND, INDIANA AND JOHNSON COUNTY  
DEVELOPMENT CORPORATION**

THIS CONTRACT, entered into as of this   1   day of August, 2014 by and between the Town of Whiteland, in Indiana ('Whiteland'), and the Johnson County Development Corporation, (hereinafter referred to as "the Corporation").

WHEREAS, Whiteland has a need for professional consultant services to perform community and economic development activities in Johnson County, Indiana; and

WHEREAS, Whiteland desires to engage in certain activities necessary for development of the community and economic base of Johnson County, Indiana; and

WHEREAS, Whiteland desires to engage the Corporation to render such professional consultant services for Whiteland;

NOW, THEREFORE the parties hereto do mutually agree as follows:

A. Scope of Services. The Corporation shall assist and advise Whiteland in economic development activities, and shall coordinate economic development activities for Whiteland, which shall include the following:

The Corporation shall work with, and act as, the coordinator of industrial recruiting and expansion activities for the Town of Whiteland. These activities shall include actively seeking new industry to locate in Whiteland and assisting local industry with plant expansion.

The primary objective of this activity is:

- (a) to help retain the jobs currently located in Whiteland;
- (b) provide expansion opportunities to local industry which will result in more town-wide jobs; and
- (c) help recruit new industry to locate in Whiteland resulting in an expanded town tax base and increase in job opportunities for both town and county residents.
- (d) The Corporation shall report to Whiteland from time to time as established by the Town.

B. Time of Performance. The services of the Corporation are to commence on August 1, 2014 and shall be completed in a timely manner as required by the Town of Whiteland, but shall not extend beyond July 31, 2015.

C. Compensation. This is a fee for services contract. As compensation for the services rendered, Whiteland shall pay the Corporation a flat rate of \$5,000. The Corporation shall submit an invoice for the flat rate.

D. Changes. Whiteland may, from time to time, request changes in the Scope of Services, Section A of this Contract, to be performed by the Corporation hereunder. Such changes, including any increase or decrease in the amount of the Corporation's compensation, which are mutually agreed upon by and between Whiteland and the Corporation shall be incorporated in written addenda to this contract.

E. Personnel. The Corporation represents that it will be responsible for execution of services under this Contract. All services required hereunder will be performed by the Corporation or its agent and all individuals engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

F. Corporation Records Maintenance. The Corporation shall maintain accounts and records, including personnel, and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assure proper accounting. These records will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted.

G. Findings Confidential. All of the reports, information, data, work product or any other material prepared or assembled by the Corporation under this Contract are confidential and the Corporation agrees that they shall not be made available to any individual or organization without prior written approval of Whiteland.

H. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Corporation.

I. Compliance with Local Law. The Corporation shall comply with all applicable laws, ordinances and codes of the state and local governments.

J. Compliance with E-Verify Program. Pursuant to I.C. 22-5-1.7, the Corporation shall enroll in and verify the work eligibility status of all newly hired employees of the Corporation through the E-Verify program ("Program"). The Corporation is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

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

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

If the Corporation uses a subcontractor to provide services under this contract, the Corporation shall, prior to performing any work, require each subcontractor to certify to the Corporation that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. The Corporation shall maintain on file a certification from each subcontractor throughout the

duration of the Project. If the Corporation determines that a subcontractor is in violation of this Section, the Corporation may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract for the Corporation or the subcontractor.

K. Investment in Iran. The Corporation by the undersigned certifies that pursuant to I.C. 5-22-16.5 that it is not engaged in any investment activities in Iran as said investment activity is prohibited by law.

L. Terms and Termination. This Contract shall expire July 31, 2015.

IN WITNESS WHEREOF, Whiteland and the Corporation have executed this Contract as of the date first written above.

TOWN OF WHITELAND, INDIANA

By: \_\_\_\_\_  
President, Town Council

ATTEST:

\_\_\_\_\_  
Town of Whiteland,  
Clerk-Treasurer

JOHNSON COUNTY DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_  
President & CEO

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer, Board of Directors