

**BOARD OF PUBLIC WORKS AND SAFETY**  
**Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.*

*Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

|  |                                |                         |                |      |       |
|--|--------------------------------|-------------------------|----------------|------|-------|
| Date Submitted:  | 02/24/2014                     | Requested Meeting Date: | 03/03/2014     |      |       |
|  |                                | Confirmed Meeting Date: |                |      |       |
| Received by: Lynnette Gray   |                                |                         |                |      |       |
| <b>Contact Information: Please provide all requested information in the fields below. (Print or Type)</b>  |                                |                         |                |      |       |
| On Behalf of Organization or Individual:   |                                |                         |                |      |       |
| Name:  | Lynnette Gray                  | Telephone:              | (317) 738-3365 |      |       |
| Title or Position:   | City Attorney                  |                         |                |      |       |
| E-Mail:  | lynng@jgmlawfirm.com           |                         |                |      |       |
| Address:   | 63 E. Court Street, PO Box 160 |                         |                |      |       |
| City:  | Franklin                       | State                   | IN             | ZIP: | 46131 |
| <b>Who will attend the meeting and present the request?</b>  |                                |                         |                |      |       |
| Name:  | Lynnette Gray                  | Telephone:              | (317) 738-3365 |      |       |
| Title or Position:   | City Attorney                  |                         |                |      |       |
| E-Mail:  | <u>lynng@jgmlawfirm.com</u>    |                         |                |      |       |
| <b>Please describe the purpose or title of your presentation.</b>  |                                |                         |                |      |       |
| Request approval of a Contract for Professional Services between the City of Franklin, Indiana and Franklin Development Corporation. The Franklin Development Corporation will work with and actively pursue programs of community betterment. |                                |                         |                |      |       |
| <b>Supporting documents: All supporting documents should be submitted with the request form.</b>   |                                |                         |                |      |       |
| 1. Contract for Professional Services by and between City of Franklin, Indiana and Franklin Development Corporation  |                                |                         |                |      |       |
|  |                                |                         |                |      |       |
|  |                                |                         |                |      |       |
|  |                                |                         |                |      |       |

**AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN**  
**CITY OF FRANKLIN, INDIANA**  
**AND FRANKLIN DEVELOPMENT CORPORATION**

THIS AGREEMENT, entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Franklin, Indiana (hereinafter referred to as 'City"), and the Franklin Development Corporation, (hereinafter referred to as "FDC").

WHEREAS, FDC is a 501(c)(3) and is a Not-for-Profit Organization initially funded by the Franklin Redevelopment Corporation through the appropriation of the City's tax dollars; and

WHEREAS, the City has an interest on behalf of its citizens in insuring the stability and continuity of the operations of FDC and in furtherance of FDC's mission of community betterment, primarily through economic development; and

WHEREAS, FDC requested the Common Council of the City of Franklin (hereinafter referred to as "Council") fund their operational expenses for the year 2014 in an amount not to exceed \$50,000.00;

WHEREAS, the Council approved the funding requested by FDC at its public meeting on February 3<sup>rd</sup>, 2014 subject to the Board of Public Works and Safety entering into an agreement with FDC regarding said funding of their 2014 operational expenses; and

WHEREAS, as a condition to this funding, the Council provided FDC's funding up to \$50,000.00 would be paid from a Rainy-Day Fund and paid upon submittal of an invoice approved by the Board of Public Works and Safety.

**NOW, THEREFORE** City, through the Board of Public Works and Safety, and FDC do hereby mutually agree as follows:

A. **Scope of Services.** FDC shall work with and actively pursue programs in accordance with its mission of community betterment, primarily through economic development.

These activities shall include actively assisting local businesses and members of the community with community betterment through development including assisting with business development in Franklin and providing needs assessments. To assist in the development of Franklin, FDC shall provide the following:

- (i) FDC shall report to City through its Board of Works from time to time as established by the Mayor or as requested by the Board of Works;
- (ii) FDC shall promote the City in accordance with its mission of community betterment;

B. **Time of Performance.** The services of FDC for which this agreement covers are from January 1<sup>st</sup>, 2014 through and including December 31<sup>st</sup>, 2013.

C. **Compensation.** City shall provide up to the sum of \$50,000.00 as previously appropriated by the Council as funding for FDC's operating expenses. FDC shall submit an invoice for the services rendered.

D. **Changes.** City may, from time to time, request changes in the Scope of Services, Section A of this Agreement, to be performed by FDC hereunder. Such changes, including any increase or decrease in the amount of FDC's compensation, which are mutually agreed upon by and between City and FDC, shall be incorporated in written addenda to this Agreement. Any additional increases beyond the \$50,000.00 allocated by the City shall be first approved by the Council.

E. **Personnel.** FDC represents that it will be responsible for execution of services under this Agreement. All services required hereunder will be performed by FDC or its agent(s) 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. **FDC's Records Maintenance.** FDC shall maintain accounts and records, including personnel, and financial records, adequate to identify and account for all costs pertaining to this Agreement 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 Agreement unless permission to destroy them is granted.

G. **Copyright.** No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of FDC.

H. **Compliance with Local Law.** FDC shall comply with all applicable laws, ordinances and codes of the state and local governments.

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

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

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

If FDC uses a subcontractor to provide services under this Agreement, FDC shall, prior to performing any work, require each subcontractor to certify to FDC that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. FDC shall maintain on file a certification from each subcontractor throughout the duration of the Project. If FDC determines that a subcontractor is in violation of this Section, the FDC may terminate its Agreement with the subcontractor for such violation. Such termination may not be considered a breach of Agreement for FDC or the subcontractor.

K. **Investment in Iran.** FDC 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. **Affidavit of Compliance with Applicable Law.** FDC agrees to execute the attached Affidavit of Compliance with Applicable Law.

M. **Terms and Termination.** This Agreement shall expire on December 31<sup>st</sup>, 2014.

**IN WITNESS WHEREOF**, City of Franklin (“City”) and the Franklin Development Corporation (“FDC”) have executed this Agreement as of the date first written above.

**CITY OF FRANKLIN**  
 (“City”)

\_\_\_\_\_  
Joseph E. McGuinness  
Mayor, City of Franklin

**FRANKLIN DEVELOPMENT CORPORATION**  
 (“FDC”)

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Janet P. Alexander, Clerk-Treasurer  
City of Franklin

Attest: \_\_\_\_\_  
Secretary-Treasurer, Board of Directors  
Franklin Development Corporation

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the City of  
Franklin, Johnson County, Indiana this \_\_\_\_\_ day of March, 2014.

**City of Franklin, Indiana, By its Board of Public Works and Safety:**

Voting Affirmative:

Voting Opposed:

\_\_\_\_\_  
Mayor Joseph E. McGuinness

\_\_\_\_\_  
Mayor Joseph E. McGuinness

\_\_\_\_\_  
Steve Barnett

\_\_\_\_\_  
Steve Barnett

\_\_\_\_\_  
Robert Swinehamer

\_\_\_\_\_  
Robert Swinehamer

Attest:

\_\_\_\_\_  
Janet P. Alexander, Clerk Treasurer

Prepared by: Lynnette Gray  
Attorney No.: 11567-41