

**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 at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	11/14/23	Meeting Date:	11/20/23
Contact Information:			
Requested by:	Mayor Barnett		
On Behalf of Organization or Individual			
Telephone:			
Email:			
Address:			
Describe Request			
Annual renewal of contract between City of Franklin and Aspire			
List Supporting Documentation Provided:			
Contract			
Who will present the request?			
Name:	Mayor Barnett	Telephone	

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

**CONTRACT FOR PROFESSIONAL COMMUNITY
AND ECONOMIC DEVELOPMENT SERVICES BY AND
BETWEEN CITY OF FRANKLIN, INDIANA
AND ASPIRE JOHNSON COUNTY, INC.**

THIS CONTRACT, entered into as of the ____ day of _____, 2023, by and between the City of Franklin, Indiana (hereinafter referred to as "Franklin"), and the Aspire Johnson County, Inc., (hereinafter referred to as "ASPIRE").

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

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

WHEREAS, Franklin desires to engage ASPIRE to render such professional consultant services for Franklin;

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

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

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

The primary objective of this activity is:

- (a) to retain the jobs currently located in Franklin;
- (b) to provide expansion opportunities to local industry which will result in more city-wide jobs; and

(c) to recruit new industry to locate in Franklin resulting in an expanded city tax base and increase in job opportunities for both city and county residents.

(d) ASPIRE shall report to Franklin from time to time as established by the Mayor.

B. Time of Performance. The services of ASPIRE are to commence on January 1, 2024 and shall be completed in a timely manner as required by the City of Franklin, but shall not extend beyond December 31, 2024.

C. Compensation. This is a fee for services contract. As compensation for the services provided, Franklin shall pay ASPIRE a flat rate of \$30,000. ASPIRE shall submit an invoice for the flat rate.

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

E. Personnel. ASPIRE represents that it will be responsible for execution of services under this Contract. All services required hereunder will be performed by ASPIRE 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. ASPIRE 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 ten (10) years after the expiration of this Contract unless permission to destroy them is granted.

G. Findings Confidential. All the reports, information, data, work product or any other

material prepared or assembled by ASPIRE under this Contract are confidential and ASPIRE agrees that they shall not be made available to any individual or organization without prior written approval of Franklin or upon order of a court of competent jurisdiction. Upon receiving any request for any such court order, ASPIRE shall notify Franklin and give Franklin the opportunity to object to the request.

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 ASPIRE.

I. Compliance with Local Law. ASPIRE 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, ASPIRE shall enroll in and verify the work eligibility status of all newly hired employees of ASPIRE through the E-Verify program ("Program"). ASPIRE is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

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

If ASPIRE employs or contracts with an unauthorized alien but Franklin determines that

terminating the Contract would be detrimental to the public interest or public property, Franklin may allow the contract to remain in effect until Franklin procures a new service provider.

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

K. Investment in Iran. ASPIRE 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. Term and Termination. The term of this Contract is for one (1) year. This Contract shall expire December 31, 2024.

[Signature page to follow.]

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

CITY OF FRANKLIN, INDIANA

By: _____
Steve Barnett
Mayor
City of Franklin

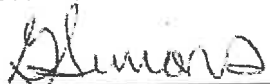
ATTEST:

Jayne W. Rhoades
Clerk-Treasurer
City of Franklin

ASPIRE JOHNSON COUNTY, INC.

By: _____
Christian Maslowski
President & CEO

ATTEST:

_____
Greg Simons
Secretary, Board of Directors