

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:	November 26 th , 2012	Requested Meeting Date:	December 3 rd , 2012
		Confirmed Meeting Date:	
Received by:			
Contact Information: Please provide all requested information in the fields below. (Print or Type)			
On Behalf of Organization or Individual:		City of Franklin	
Name:	Lynnette Gray	Telephone:	317-738-3365
Title or Position:	City Attorney		
E-Mail:	lynng@embarqmail.com		
Address:	63 E. Court Street		
City:	Franklin	State:	IN
ZIP:	46131		
Who will attend the meeting and present the request?			
Name:	Lynnette Gray	Telephone:	317-738-3365
Title or Position:	City of Franklin		
E-Mail:	lynng@embarqmail.com		
Please describe the purpose or title of your presentation.			
To request approval of the Contract for Professional Community and Economic Development Services by and between the City of Franklin, Indiana and Johnson County Development Corporation			
Supporting documents: All supporting documents should be submitted with the request form.			
1. Contract for Professional Community and Economic Development Services By and Between City of Franklin, Indiana and Johnson County Development Corporation			
2.			
3.			

Questions about this application or the process described should be directed to the Clerk Treasurer's Office at 70 E. Monroe Street, Franklin Indiana 46131 or by email at jalexander@franklin.in.gov or call 317-736-3609.

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

THIS CONTRACT, entered into as of the ____ day of December, 2012, by and between the City of Franklin, Indiana ("Franklin"), and the Johnson County Development Corporation, (hereinafter referred to as "the Corporation").

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 the Corporation to render such professional consultant services for Franklin;

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

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

The Corporation 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) provide expansion opportunities to local industry which will result in more city-wide jobs; and
- (c) 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) The Corporation shall report to Franklin from time to time as established by the Mayor.

B. Time of Performance. The services of the Corporation are to commence on January 1, 2013 and shall be completed in a timely manner as required by the City of Franklin, but shall not extend beyond December 31, 2013.

C. Compensation. This is a fee for services contract. As compensation for the services rendered, Franklin shall pay the Corporation a flat rate of \$25,000. The Corporation 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 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 Franklin 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 Franklin.

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 Franklin notifies the Corporation. If the Corporation 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, the Corporation shall, in addition to any other contractual remedies, be

liable to Franklin 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 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 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 December 31, 2013.

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

CITY OF FRANKLIN, INDIANA

By: _____
Joseph E. McGuinness, Mayor
City of Franklin

ATTEST:

Janet P. Alexander, Clerk-Treasurer
City of Franklin

JOHNSON COUNTY DEVELOPMENT
CORPORATION

By: _____
President & CEO

ATTEST:

Secretary-Treasurer, Board of Directors

