

**CONTRACT FOR PROFESSIONAL
COMMUNITY AND ECONOMIC DEVELOPMENT
SERVICES BY AND BETWEEN
TOWN OF WHITESTOWN INDIANA
AND
BOONE COUNTY ECONOMIC DEVELOPMENT CORPORATION**

THIS CONTRACT, entered into on the dates set forth below and effective as of the 1st day of January, 2020, by and between the Town of Whitestown, Indiana, (“Whitestown”), and the Boone County Economic Development Corporation, (hereinafter referred to as “the Boone EDC”).

WHEREAS, Whitestown has a desire for professional consultant services to assist with community and economic development activities in Boone County, Indiana; and

WHEREAS, Whitestown desires to engage in certain activities necessary for development, expansion or improvement of its community and the economic base of both Whitestown and Boone County; and

WHEREAS, Whitestown desires to engage the Boone EDC to render such professional consultant services for Whitestown;

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

A. Scope of Services. When requested by Whitestown, the Boone EDC shall assist and advise Whitestown in economic development activities and shall assist with coordinating economic development activities for Whitestown, which shall include the following:

The Boone EDC shall work with, and as assist with, the coordinating of industrial recruiting and expansion activities for the Town of Whitestown. These activities shall include actively seeking new industry to locate in Whitestown and assisting local industry with plant expansion.

The primary objective of this activity is:

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

B. Time of Performance. The services of the Boone EDC are to commence on January 1, 2020, and shall be completed in a timely manner as required by the Town of Whitestown, but shall not extend beyond December 31, 2020, unless otherwise agreed by the parties.

C. Compensation. This is a fee for services contract. As compensation for the services rendered, Whitestown shall pay the Boone EDC a flat rate of \$80,000. The Boone EDC shall submit an invoice for the flat rate.

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

E. Personnel. Boone EDC will be responsible for execution of services under this Contract. All services required hereunder will be performed by the Boone EDC 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 Boone EDC 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 Boone EDC in the performance of its work under this Contract shall be maintained in confidence by the Boone EDC and shall not be made available to any individual or organization without prior written approval of Whitestown except as otherwise required by law.

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 Boone EDC.

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

The Boone EDC shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that the Boone EDC subsequently learns is an unauthorized alien. If the Boone EDC violates this Section, the Boone EDC shall require contractor to remedy the violation not later than thirty (30) days after Whitestown notifies the

Boone EDC. If the Boone EDC fails to remedy the violation within the thirty (30) day period, Whitestown shall terminate the contract for breach of contract. If Whitestown terminates the contract, the Boone EDC shall, in addition to any other contractual remedies, be liable to Whitestown for actual damages. There is a rebuttable presumption that the Boone EDC did not knowingly employ an unauthorized alien if the Boone EDC verified the work eligibility status of the employee through the Program.

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

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

K. Terms and Termination. This Contract shall expire on December 31, 2020, unless earlier terminated by agreement of both parties.

IN WITNESS WHEREOF, Whitestown and the Boone EDC have executed this Contract as of the dates set forth below.

WHITESTOWN, INDIANA

ATTEST:

Town of Whitestown

Date: _____

BOONE COUNTY ECONOMIC
DEVELOPMENT CORPORATION

By: _____
Executive Director

ATTEST:

Secretary, Board of Directors

Date: _____

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