CONTRACT FOR PROFESSIONAL COMMUNITY AND ECONOMIC DEVELOPMENT SERVICES BY AND BETWEEN PERRY COUNTY, INDIANA AND

PERRY COUNTY DEVELOPMENT CORPORATION

THIS CONTRACT, entered into as of the 1st day of January, 2025, by and between Perry County, Indiana, acting by and through the Board of Commissioners of Perry County ("Perry County"), and the Perry County Development Corporation, (hereinafter referred to as the Corporation).

WHEREAS, Perry County has a need and desire for professional consultant services to help the communities of Perry County create healthy growth and to perform community, workforce and economic development activities in Perry County, Indiana; and

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

WHEREAS, Perry County through the Board of Commissioners, desires to set the direction of objectives for economic interest, specific projects pertaining to economic development and economic expansion as described in this contract. The Corporation shall work directly with the Perry County Redevelopment Commission in the capacity of providing professional services of marketing and economic development.

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

- A. <u>Scope of Services</u>. The Corporation shall assist and advise Perry County in community, workforce, and economic development activities, and shall coordinate activities for Perry County, which shall include the following:
 - Administrative, Marketing and Project Management Services as they pertain to the Recruitment of New Business/Industry and the Retention/Expansion of Existing Business/Industry:

The Corporation shall work with, and act as, the coordinator of business development activities for the Perry County Commissioners. These activities shall include actively seeking new business/industry to locate in Perry County and assisting local business/industry with expansion projects.

The primary objective of this activity is:

- (a) to retain the jobs currently located in Perry County;
- (b) provide expansion opportunities to local business/industry which will result in more county jobs; and
- (c) recruit new business/industry to locate in Perry County resulting in an expanded county tax base and increase in job opportunities for county residents.

2. Community Housing Needs:

The Corporation shall work with Perry County in developing projects and attracting developers in order to increase the supply of housing within Perry County.

3. Infrastructure Development:

The Corporation shall work with Perry County in developing road access, encouraging the development of water and sewer projects, and other infrastructure-related projects deemed necessary by Perry County as related to infrastructure and economic development of Perry County.

4. Community Development:

The Corporation shall work with Perry County in developing and supporting initiatives and programs that enhance the community physically or virtually, that create the community services and resources needed by current and future residents, and developing any other project deemed necessary by Perry County as related to community and economic development of Perry County.

5. Workforce Development & Talent Attraction

The Corporation shall work with Perry County in developing projects that create a pipeline for new talent and support skills and training programs to help workers fill existing and new jobs within Perry County, and developing any other project deemed necessary by Perry County as related to workforce development, talent attraction and economic development of Perry County.

- B. <u>Time of Performance</u>. The services of the Corporation are to commence on January 1, 2025 and shall be completed in a timely manner as required by the Perry County Board of Commissioners, but shall not extend beyond December 31, 2025.
- C. Quarterly Updates. The Corporation shall on a quarterly basis attend and present an update at the Perry County Commissioners regular meeting. The Corporation shall work directly with the Perry County Redevelopment Commission in the capacity of providing professional services of marketing and economic development.
- D. <u>Compensation</u>. This is a fee for services contract. As compensation for the services rendered, Perry County shall pay the Corporation monthly based upon the hours worked and use the appropriate claim documentation filed with the county auditor. The total amount for services of this contract shall not exceed \$180,000 annually. When additional opportunities become available to enhance economic development, as described in this document, the Corporation shall present to the Perry County Redevelopment Commission the opportunity and request additional funding based upon \$115/hour for professional consulting and project management services and \$45/hour for administrative services.

- E. <u>Changes</u>. Perry County 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 Perry County and the Corporation shall be incorporated in written addenda to this contract. The Corporation may request a change in the maximum amount payable by Perry County in the event that said maximum amount does not provide just compensation for services provided hereunder. Such changes which are mutually agreed upon by and between Perry County and the Corporation shall be incorporated in written addenda to this contract.
- F. <u>Personnel</u>. 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.
- G. <u>Corporation Records Maintenance</u>. 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 made available for audit purposes and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted.
- H. <u>Findings Confidential</u>. All of the reports, information, data, etc., 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 Perry County.

- I. <u>Copyright</u>. 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.
- J. <u>Compliance with Local Law</u>. The Corporation shall comply with all applicable laws, ordinances and codes of the state and local governments.
- K. <u>Terms and Termination</u>. This Contract shall expire December 31,2025.

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

	PERRY COUNTY, INDIANA	
ATTEST:	By: President, Perry County Board of Commissioners	
Perry County Auditor	PERRY COUNTY DEVELOPMENT CORPORATION	
ATTEST:	By:Chairman	
Secretary-Treasurer		

EXHIBIT "A"

The following hourly rates shall apply for services rendered by the Corporation pursuant to this contract:

<u>Position</u>	Hourly Rate
Professional Consulting Services Project Management Services	\$ 115.00 \$ 115.00
Administrative Services	\$ 45.00