

AGREEMENT ESTABLISHING  
HENRY COUNTY ECONOMIC DEVELOPMENT ALLIANCE

This is an agreement between the City of New Castle, Indiana (hereinafter "City"), the County of Henry (hereinafter "County"), and the New Castle-Henry County Economic Development Corporation (hereinafter "EDC"). The effective date of which is the 11 day of March, 2010. The City and the County are statutory subdivisions of the State of Indiana. The EDC is an Indiana not-for-profit corporation primarily funded by the City and the County and whose principal office is located at 100 South Main Street, New Castle, Indiana. The purpose of this agreement is to establish a framework for cooperation between the City, the County and the EDC in a joint and cooperative effort to foster economic growth, industrial recruitment and job creation in the City of New Castle and the County of Henry.

I. The City and County.

A. The City and the County, at their discretion and with the approval of the EDC, may provide staffing to the EDC that will primarily perform economic development duties for their respective governments and assist the EDC's Lead Economic Development Officer (LEDO) as

appropriate. In addition, the City representative will be primarily responsible for the development of downtown New Castle, business retention within the City of New Castle, and the attraction of new industry and job creation within the City of New Castle. The duties of the City representative do not diminish the responsibilities or duties of the LEDO to retain existing industry and attract new industry to the City. It is the intent of this agreement that the City and LEDO cooperate and work together to accomplish these common goals.

B. Recognition of the EDC. As part of this Alliance Agreement, the City and County shall recognize the LEDO employed pursuant to Section I(D) below as the Lead Economic Development Officer for the City and the County. Both City and County agree to send appropriate representatives to meetings called by the LEDO for the purposes of economic development.

C. Financial Support of EDC. As consideration for this Alliance agreement, the City and County, in addition to providing staffing assistance, each agree to pay equal amounts to the EDC for the EDC's operation in the years 2010 and 2011. That sum shall be \$75,000 and shall be paid by each in two (2) payments, which said payments shall be made on the first day of March and the first day

of September that year. In subsequent years, the City and County will pay that amount unless both the executive and the legislative branches of the government of either party concur that a lesser amount should be paid to the EDC because of financial impracticability. Furthermore, in subsequent years, the amount contributed may be increased. Said amount shall be determined by the executive and legislative bodies of the City or the County at such time as the budget for such City or County is approved.

D. LEDO Selection. The search committee for the EDC shall be charged with the responsibility of searching for, interviewing and hiring a qualified economic development director who will act as the LEDO for the City and the County. Said search committee shall have at least one representative of City government and one representative of County government on said committee.

E. Lease Agreement. In addition, as part of this Alliance Agreement, the City agrees to provide the current office spaces occupied by the EDC to the EDC at the rate of \$300 per month. (The normal rent charge to the EDC for those spaces in the past was \$600 per month, or \$7,200 annually.) Other City benefits in kind shall include the City paying for building maintenance and all utilities except telephone.

II. New Castle-Henry County Economic Development Corporation ("EDC").

A. The EDC shall employ a professional industrial recruiter who shall be the Lead Economic Development Officer (LEDO) as set forth in Item I(D) above. The LEDO shall have demonstrated experience and success in economic development and business attraction and will locate his/her residence to Henry County, Indiana. The EDC and the respective governmental parties shall assist each other to assure that a cooperative effort toward economic development for the entire County and City is maintained.

B. Finances.

1. The City and County shall agree to appropriate funds in the amount agreed upon in paragraph I(C) during the respective budget processes. These funds are to be paid in cash in two (2) installments each year. Said payments shall not take credit for any in-kind services provided by the City or the County or any rent assistance provided by the City or any other aid or assistance provided by the City or the County.

2. The EDC will pay all annual membership fees associated with its economic development initiatives, including meeting and travel expenses. The EDC shall maintain a membership in the EIDD, Energize-ECI, and SBDC.

Other memberships or similar economic development expenditures may be initiated by the City or the County and will be paid by the respective party initiating said expenses.

C. Website. The City, County and EDC agree to provide prominent links on their respective websites to each other's websites.

D. Resources. The members of the Alliance agree to share with each other those resources for economic development that are inherent in their activities.

### III. Henry County Economic Development Alliance.

Upon executing this agreement, the parties will refer to their cooperative effort as the Henry County Economic Development Alliance.

### IV. Composition of the Board of Directors.

The Board of Directors of the EDC shall be composed of 27 voting members appointed by the City, the County and elected by members of the EDC, in addition to which there shall be board members who serve by virtue of their position within designated organizations, with such organizations providing board members as follows:

A. City. The Mayor (or a designee in his/her absence), a staff member appointed by the Mayor, a member of the City Council, and one private citizen appointed by

the Mayor and one private citizen appointed by the City Council shall be members of the Board of Directors.

B. County. The President of the County Commissioners, the President of the County Council, and three (3) private citizens who reside in Henry County appointed by a majority of the Commissioners and a majority of the County Council shall serve on the Board of Directors.

C. EDC. Ten (10) members of the EDC who maintain paid memberships for themselves or for their employers shall be elected to the Board from the membership.

D. Other. Seven (7) additional persons shall serve as directors as follows:

i. A representative of the New Castle Community School Corporation;

ii. A representative of the Spiceland Town Council;

iii. A representative of the Knightstown Town Council;

iv. A representative of the Middletown Town Council;

v. A representative of the Henry County Community Foundation;

vi. A representative of the New Castle/Henry County Chamber of Commerce;

vii. A representative of the Henry County Convention and Visitor's Bureau.

E. The executive committee of the EDC shall continue to consist of nine (9) members.

F. All board members must maintain regular attendance at board meetings. Said regular attendance shall consist of not less than 75% of the regular and special meetings of the board. Additionally, if a board member misses two (2) consecutive meetings without having said absences approved in advance, he/she shall be subject to expulsion from the Board by a majority vote of the remaining board members.


V. Term. The term of this agreement shall be for three (3) years from its effective date. This agreement shall automatically extend for one additional year on the anniversary date of this agreement and shall continue to automatically renew for additional one year terms on such anniversary date unless and until any party gives notice to the other two (2) parties that said agreement should be terminated at the end of its current term. Said notice shall be given in writing at least twelve (12) months in advance of the expiration of the current term. No such

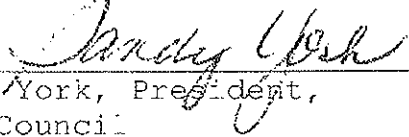
notice can be given during the first or second year of the agreement.

VI. EDC By-laws. This Agreement contemplates that the by-laws of the EDC will be amended in order to accommodate the provisions of this Agreement.


The persons signing this Agreement on behalf of City government, County government and the EDC have been duly authorized to execute this Agreement by their respective entities.

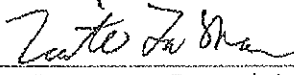
CITY OF NEW CASTLE

By:   
Jim Small, Mayor

By:   
Sandy York, President,  
City Council

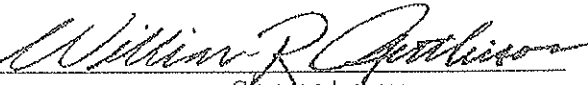
COUNTY OF HENRY

By:   
Kim Cronk, Commissioner

By:   
Nate Lamar, President  
County Council

ECONOMIC DEVELOPMENT CORPORATION

By:   
Jerome Gassen, Chairman, Board

By:   
\_\_\_\_\_, Secretary



**RESOLUTION APPROVING  
AGREEMENT WITH THE NEW CASTLE-HENRY COUNTY  
ECONOMIC DEVELOPMENT CORPORATION**

WHEREAS, it is in the best interest of the citizens of the City of New Castle that a unified effort of City Government, County Government, and the private sector take place to improve the economic conditions of Henry County, seek out new economic opportunities for its citizens, and recruit new industries and businesses; and,

WHEREAS, the City desires its executive to enter an agreement with the County of Henry and the New Castle-Henry County Economic Development Corporation establishing a Henry County Economic Development Alliance; and,

WHEREAS, a copy of that agreement is attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, it is in the best interest of the citizens of the City of New Castle that it enter into this agreement with the County of Henry and the Economic Development Corporation.

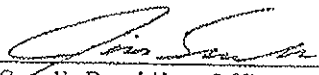
NOW THEREFORE BE IT RESOLVED by the Common Council of the City of New Castle that it approves the creation of a Henry County Economic Development Alliance and authorizes the Mayor of the City of New Castle to execute the attached Exhibit "A" for and on behalf of the City of New Castle.

**REPEALER:** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**SEVERABILITY:** Any provision herein contained which is found by a court of competent jurisdiction to be unlawful or which by operation shall be inapplicable, shall be deemed omitted but the rest and remainder of this resolution, to the extent feasible, shall remain in full force and effect.

**EFFECTIVE DATE:** This resolution shall become effective immediately upon passage.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF NEW CASTLE THIS  
24<sup>th</sup> DAY OF FEBRUARY, 2010.

  
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Jim Small, Presiding Officer,  
Common Council,  
City of New Castle, Indiana

AYE

NAY

*Andrea Upde*  
*Indigie Jordan*  
*Mary Malone*  
*Malcolm*  
*Van P. Kelly*

ATTEST:

*Janice Lavarney*  
Janice Lavarney  
Clerk-Treasurer

APPROVED BY ME THIS 24<sup>th</sup> DAY OF FEBRUARY, 2010.

*Jim Small*  
Jim Small, Mayor of the City  
Of New Castle, Indiana