INTERLOCAL AGREEMENT BETWEEN THE REDEVELOPMENT COMMISSIONS OF DAVIESS COUNTY, INDIANA, GREENE COUNTY, INDIANA, AND MARTIN COUNTY, INDIANA

This Interlocal Agreement is entered into, by and among the Redevelopment Commission on behalf of the Department of Redevelopment of Daviess County, Indiana ("Daviess RDC"); the Redevelopment Commission on behalf of the Department of Redevelopment of Greene County, Indiana ("Greene RDC") and the Redevelopment Commission on behalf of the Department of Redevelopment of Martin County, Indiana ("Martin RDC") (collectively the "Redevelopment Commissions").

RECITALS

WHEREAS, the Counties of Daviess, Greene and Martin are located adjacent to and in the close proximity of the Crane Naval Surface Warfare Center; and

WHEREAS, the Redevelopment Commissions have all received approval from the Indiana Economic Development Corporation, ("IEDC") pursuant to IC 36-7-32, for the designations of certified technology parks (individually, the "Certified Technology Parks" and collectively, the "West Gate @ Crane Technology Park") in order to promote the growth of high technology activity in their respective Certified Technology Parks; and

WHEREAS, each of the Redevelopment Commissions have consented to all of the terms and conditions related to certifications of their respective technology parks required by the IEDC, which said terms and conditions have been, or shall be set forth in written agreements with each Commission (collectively, the "Certificated Tech Park Agreements"); and"

WHEREAS, the Redevelopment Commissions have all determined that they can best promote the growth of high technology activity in their respective technology parks by merging together and forming a three-county technology park through which the Redevelopment Commissions would exercise their authority with respect to the Certified Technology Parks jointly; and

WHEREAS, pursuant to IC 36-1-7 the Redevelopment Commissions are authorized to enter into interlocal agreements in order to exercise their powers jointly;

NOW, THEREFORE, in consideration of the provisions herein, the Redevelopment Commissions agree as follows:

1. **Creation of Joint Authority/Name.** A joint authority is hereby created and it shall exercise all of the powers granted individually to the Redevelopment Commissions, pursuant to IC 36-7-32-1 et seq. The name of the Joint Authority shall be the West Gate @ Crane Authority (the "Authority")

2. Purpose of Authority. The Authority is created under this Agreement for the following purposes:

[a] to develop and manage the West Gate @t Crane Technology Park, including the construction of internal improvements and facilities;

[b] to assume and undertake the marketing responsibilities of the IEDC under IC 36-7-32-14, as may be delegated by the IEDC;

[c] to receive and distribute taxes collected pursuant to IC 36-7-32;

[d] to determine the allocation of tax revenues and expenses related to the West Gate @ Crane Technology Park;

[e] to incur indebtedness for development of the West Gate @ Crane Technology Park;

[f] to apply for and receive grants and loans that may be available from the State of Indiana and the government of the United States of America, and agencies or departments thereof; and

[g] to undertake any and all other responsibilities that would be otherwise exercised and performed by the Redevelopment Commissions pursuant to IC 36-7-32.

3. Powers. The Authority shall have all powers granted to the Redevelopment Commissions pursuant to IC 36-7-32, and all other powers necessary and proper to fulfill the purposes set forth in Paragraph 2 above. The powers granted under this Agreement shall be exercised by a board composed of the members of the Authority, called the West Gate @ Crane Technology Park Board (the "Board"). In addition, the Authority shall assume such marketing responsibilities for the West Gate @ Crane Technology Park as may be directed or otherwise authorized and directed by the IEDC.

4. Duration of Agreement. This Agreement will remain in full force and effect for an initial period of Thirty (30) years following the execution of this Agreement and its approval by the Indiana Economic Development Corporation and the executive and fiscal bodies of Daviess, Greene, and Martin Counties, and will be automatically renewed for an additional term of Ten (10) years unless and until one or more of the parties to the Agreement provide all of the parties with written notice at least sixty (60) days prior to the end of the existing term of the party's desire to withdraw from this Agreement. The Agreement may be extended or terminated by the joint agreement of the Redevelopment Commissions. Upon termination of this Agreement, any property in the possession of the Authority will be distributed consistent with the development plan of the Technology Park.

5. Composition of Governing Board of Authority. The Board shall be comprised of Seven (7) voting members as representatives of the Redevelopment Commissions to be selected and serve as follows:

[a] Two (2) members to be nominated by the Daviess RDC and appointed by the Daviess County Board of Commissioners, with one (1) member to serve a term of Two (2) years and One (1) member to serve a term of Three (3) years, with the terms of both members to run for a period of Three (3) years thereafter;

[b] Two (2) members to be nominated by the Greene RDC and appointed by the Greene County Board of Commissioners, with one (1) member to serve a term of Two (2) years and One (1) member to serve a term of Three (3) years, with the terms of both members to run for a period of Three (3) years thereafter;

[c] Two (2) members to be nominated by the Martin RDC and appointed by the Martin County Board of Commissioners, with one (1) member to serve a term of Two (2) years and One (1) member to serve a term of Three (3) years, with the terms of both members to run for a period of Three (3) years thereafter; and

[d] One (1) member to be appointed each year by a Redevelopment Commission on a rotating basis, initially by the Daviess RDC, then the Greene RDC, and then the Martin RDC, to serve a One (1) year term.

All terms shall run through the end of the relevant calendar year, regardless of the date of appointment.

6. Advisory Board Members. The Executive Director of the Southern Indiana Development Commission, the director of the Daviess County Economic Development Corporation, the director of he Greene County Economic Development Corporation, and the director of the Martin County Economic Development Corporation, or such interested person as the Martin County RDC shall appoint, shall serve as advisory, non-voting members of the Board. In addition, One (1) advisory, non-voting member of the Board shall be appointed and serve at the pleasure of the President of the Indiana Economic Development Corporation.

7. Vacancies. In the event a vacancy occurs on the Board by death or resignation, the appointing party such member represents shall appoint a replacement.

8. Officers. The Officers of the Board shall consist of the President, one or more Vice Presidents, a Secretary and a Treasurer. Each officer shall be a member of the Board, except for the Treasurer. Each Officer, except for the Treasurer, shall be elected by the Board and hold office until his/her term on the Board expires, his/her successor is chosen and qualified, his/her death or resignation, or his/her removal by the Board. The term of each officer shall be for a period of One (1) year. The Treasurer of the Board is hereby designated to be the Treasurer of Daviess County, Indiana, with the duty to receive, disburse, and account for all monies of the Authority. The Treasurer shall serve for the duration of this Agreement, unless the Board designates the Treasurer of Greene County, Indiana, or Martin County, Indiana, to assume these responsibilities.

9. **Duties of Officers.** The President shall have the authority to schedule Board meetings, to sign documents on behalf of the Board, to call votes on issues and expenditures, and to otherwise represent the Board when a single representative is needed. The Board Vice President shall assume the duties of Board President in the absence of or inability of the President to carry out the duties of the President. The Board Secretary shall have whatever administrative or clerical duties appropriate within the context of this Agreement and with the consent of the Board.

10. **Meetings.** An organizational meeting of the Board shall be held within ninety (90) days after the effective date of this Agreement. The specific date of this meeting will be set within this time period by the President of the Board, and he/she must give notice to each member at least five (5) days prior to the date of the meeting. Thereafter, the Board shall hold at least one meeting on a regular, annual basis on or near this date, as determined by the Board.

Special meetings of the Board may be called by or at the request of the President or one-third of the members of the Board. The persons authorized to call special meetings of the Board may fix any place, within the State of Indiana, as the place for holding any special meeting of the Board called by such persons. .

11. **Notices.** Notwithstanding any other provision of this Agreement, to the extent required by law, the conduct of meetings and notice of meetings of the Board shall be subject to the provisions IC 5-14-1.5 (Indiana Open Door Law).

12. **Quorum.** A majority of the Board members shall constitute a quorum of the Board for the transaction of any business at a meeting of the Board. All official actions taken by the Board shall be approved by a majority of Board members.

13. **Bylaws.** The Board may adopt procedural guidelines or by-laws for conducting meetings and operation of the Authority as deemed necessary.

14. **Establishment/Maintenance of a Budget.** The Board shall establish and maintain a budget annually, to be adopted on or before September 30th of each year, and to be effective for the next calendar year.

15. **Expenses.** The Board shall, as it is able, and as permitted by applicable law, rules and regulations, reimburse from Authority incremental tax revenues received pursuant to IC 36-7-32-22, the Redevelopment Commissions and the three Counties for costs and expenses incurred by the Redevelopment Commissions and the three Counties in connection with the creation and development of the separate technology parks and the

creation and development of the Authority prior to the execution of this Agreement. Costs and expenses shall not include any grant funds received by any of the counties, nor any expenditures related to the acquisition of real property.

16. Manner of Staffing, and Supplying of the Board. The Board is hereby authorized to employ a director and any other staff that may be required to fulfill the purposes of this Agreement. The Board is further empowered to enter into contracts with third parties to perform any administration, management, marketing, development or other professional services that may be required to fulfill the purposes of this Agreement, so long as such agreements are in compliance with Indiana law.

17. Financing. The Board is hereby empowered to undertake such methods of financing for the development of the West Gate @ at Crane Technology Park as are authorized and permitted under IC 36-7-32, and/or any other applicable provision of Indiana law. The Redevelopment Commissions hereby agree that all revenues collected in the West Gate @ Crane Technology Park pursuant to IC 36-7-32-22 shall be administered by the Board and deposited into a fund designated as the West Gate @ Crane Certified Technology Park Fund and may be used by the Board for any of the purposes described in IC 36-7-32-23(b); provided, however, that it is agreed and understood that the Board may not adopt an allocation provision relating to property taxes under IC 36-7-32-17, as the allocation of property taxes is reserved for the Redevelopment Commissions under IC 36-7-14.

18. Acquisition, Holding, and Disposing of Property. The money or real or personal property acquired by the Authority consistent with this Agreement, shall become the property of and responsibility of the Authority, and all such property shall be held, used, and expended as set forth in IC 36-7-14, and all other applicable law. Real or personal property that is acquired or sold shall be subject to the acquisition and disposal laws as set forth in IC 36-7-14.

19. Rights of Redevelopment Commissions. Each Redevelopment Commission reserves the right to act individually as well as collectively to promote economic development within their respective counties.

20. Notices. All notices, requests and other communications under this Agreement shall be validly given, made or delivered if in writing, delivered in person or mail, postage prepaid, as follows: to the Board c/o the Daviess County RDC, P. O. Box 191, Washington, IN 47501; to the Greene RDC c/o Auditor of Greene County, Greene County Courthouse, Bloomfield, IN 47424; to the Martin RDC c/o Auditor of Martin County, Martin County Courthouse, Shoals, Indiana; to the Daviess RDC c/o Ron Arnold, Daviess County Economic Development Corporation, P. O. Box 191, Washington, IN 47501; to the Indiana Economic Development Corporation, One North Capitol Avenue, Seventh Floor, Indianpolis, Indiana 46204, Attn: General Counsel; or to such other addresses as any party hereto may, from time to time, designate by notice hereunder. Such notices shall be effective immediately if delivered in person, or, if mailed, then forty-eight (48) hours after deposit in the United States mail.

21. **Remedies.** In the event of any breach or default in any of the terms or provisions of this Agreement by one of the parties hereto, each of the other parties shall have, in addition to the claim for damages for such breach or default, any right or remedy available at law or in equity, and any attorneys fees involved in the resolution of that breach or default, the right to demand and have specific performance of this Agreement.

22. **Applicable Law.** This Agreement is governed by the internal laws of the State of Indiana, without reference to the choice of law principles thereof.

23. **Successors and Assigns.** All the terms and provisions of this Agreement shall inure to the benefit of and be binding upon all successor and assigns of the parties hereto.

24. **No Waiver.** No failure on the part of any party at any time to require the performance by another party of any term of this Agreement shall be taken or held to be a waiver of such term or in any way affects such party's rights to enforce such term, and no waiver on the part of any party of any term of this Agreement shall be taken or held to be waiver of any other term hereof or the breach thereof.

25. **Entire Agreement/Amendments.** This Agreement and the documents executed pursuant hereto constitute the entire agreement among the parties with respect to the subject matter hereof. This Agreement may only be amended in writing and must be signed by all parties hereto. In the event of any conflict between this Agreement, the Certified Tech Park Agreements and applicable provisions of Indiana law, the following order of precedence shall apply: (i) applicable provisions of Indiana law; (ii) the Certified Tech Park Agreements; and (iii) this Agreement.

26. **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

27. **Participation Requirement.** By executing this Agreement, the Redevelopment Commissions of each County represent and warrant that this Agreement has been approved by both its executive and fiscal authority in accordance with Indiana Code 36-1-7, as amended.

28. **Effectiveness.** This Agreement shall become effective after execution by all of the parties, approval of the Indiana Economic Development Corporation, and the recording of this Agreement, as provided in IC 36-1-7-6. A copy of this Agreement shall be filed with the Indiana Department of Local Government Finance not later than Sixty (60) days after it takes effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as shown below.

APPROVED THIS 13th day of FEB., 2006.

DAVIESS COUNTY DEPARTMENT OF REDEVELOPMENT,
BY AND THROUGH THE DAVIESS COUNTY
REDEVELOPMENT COMMISSION

By: Anthony R. Showalter
Anthony R. Showalter, President

APPROVED THIS 27th day of February, 2006.

MARTIN COUNTY DEPARTMENT OF REDEVELOPMENT,
BY AND THROUGH THE MARTIN COUNTY
REDEVELOPMENT COMMISSION

By: ______________________
President

APPROVED this 6th day of February, 2006.

GREENE COUNTY DEPARTMENT OF REDEVELOPMENT,
BY AND THROUGH THE GREENE COUNTY
REDEVELOPMENT COMMISSION

By: Terry Meek
Terry Meek, President

APPROVED this 3TH day of February, 2006.

BOARD OF COMMISSIONERS OF DAVIESS COUNTY, INDIANA

By: ______________________
Anthony D. Wichman, President

By: ______________________
Steven A. Myers, Commissioner

By: ______________________
James T. Truelove, Commissioner

Attest:

____
JoAnn McCracken, Auditor

APPROVED this 8th day of February, 2006.

DAVIESS COUNTY COUNCIL

By: ______________________ President

Attest:

____
JoAnn McCracken, Auditor

APPROVED this 27th day of February, 2006.

BOARD OF COMMISSIONERS OF MARTIN COUNTY, INDIANA

By: Michael D. Dant
Michael D. Dant, President

By: Kevin R Boyd
Kevin R. Boyd, Commissioner

By: John R. Collins
John R. Collins, Commissioner

Attest:
Frances K. Taylor
Frances K. Taylor, Auditor

APPROVED this 13th day of February, 2006.

MARTIN COUNTY COUNCIL

By: Richard Summers
Richard Summers, President

Attest:
Frances K. Taylor
Frances K. Taylor, Auditor

APPROVED this 21st day of February, 2006.

BOARD OF COMMISSIONERS OF GREENE COUNTY, INDIANA

By: Bart A. Beard
Bart Beard, President

By: Kathy Crouch
Kathy Crouch, Commissioner

By: Larry D. Hasler
Larry Hasler, Commissioner

Attest:
David L. Bailey
David L. Bailey, Auditor

APPROVED this 27th day of Feb, 2006.

GREENE COUNTY COUNCIL

By: W. Edward Cullison
W. Edward Cullison, President

Attest:
David L. Bailey
David L. Bailey, Auditor

APPROVED this 13th day of June, 2006.

INDIANA ECONOMIC DEVELOPMENT CORPORATION

By: ______________________
Michael Maurer, President

MARTIN COUNTY BOARD OF COMMISSIONERS
RESOLUTION

A Resolution of the Board of Commissioners of Martin County.

WHEREAS, the Board of Commissioners of Martin County, upon consultation with and hearing the requests of the citizens of Martin County, agree that the people of Martin County would be best served living and functioning in the Eastern Time Zone; and

WHEREAS, the Board of Commissioners of Martin County acknowledge that the United States Department of Transportation should consider a request for the change of time zone assignment from Martin County individually, it is

NOW, THEREFORE, RESOLVED that the Board of Commissioners of Martin County resolves to petition the United States Department of Transportation to place Martin County, Indiana in the Eastern Time Zone and so directs the County Attorney to organize and submit such request to the United States Department of Transportation.

Adopted this 14th day of March, 2006.

THE BOARD OF COMMISSIONERS
OF MARTIN COUTNY, INDIANA

____
Michael D. Dant, President

Kevin R Boyd
____
Kevin R. Boyd, Commissioner

John R. Collins
____
John R. Collins, Commissioner

ATTEST:

Frances K. Taylor
____
Frances K. Taylor, Auditor
Martin County, Indiana