

RESOLUTION NO. RB-26-24
A RESOLUTION APPROVING AGREEMENT WITH MAKE MY MOVE

WHEREAS, on May 28, 2024, the Board of Public Works and Safety (the “Board”) of the City of Noblesville, Indiana (the “City”) approved a grant agreement with the Indiana Economic Development Corporation (“IEDC”) related to Make My Move – a full-service marketplace that enables communities to recruit move-ready talent – to attract remote workers to live in Noblesville which would be eligible for a matching grant from the IEDC; and

WHEREAS, in order for the City to participate in the Make My Move program, additional documentation needs to be signed and approved, the substantially final terms of which are attached hereto as Exhibit A and incorporated herein by reference (the “Agreement”); and

WHEREAS, the Board has reviewed the Make My Move program and the related documentation and desires to approve and authorize the City to engage in the Make My Move program and to authorize the execution of necessary and appropriate documentation as part of the Make My Move program and related Agreement.

NOW, THEREFORE, be it resolved by the City of Noblesville Board of Public Works and Safety that:

Section 1. The Make My Move program, which was approved by the Board on May 28, 2024, in its substantially final form was and is hereby approved. The City’s Economic Development Director is hereby authorized to execute the Agreement (in its substantially final form attached hereto as Exhibit A), on behalf of the City. The City’s Economic Development Director is further authorized and empowered to approve any such amendments, additions, deletions or changes to the Agreement as he deems necessary or advisable, with the advice of counsel.

Section 2. The City’s Economic Development Director, and such other staff members, service providers and firms as he may direct, are hereby authorized and directed to take any and all other actions on behalf of the City as may be necessary or appropriate to carry out the purposes of this Resolution and the purposes of the Make My Move Program (including executing any additional necessary documentation that is consistent with the approval of the Make My Move Program as approved on May 28, 2024 for fiscal year 2024).

Section 3. This Resolution shall be in full force and effect after its passage.

SO APPROVED, this 11th day of June, 2024 by the City of Noblesville Board of Public Works & Safety.



JACK MARTIN, PRESIDENT



Laurie Dyer
JOHN DITSLEAR, MEMBER



John Ditslear
LAURIE DYER, MEMBER

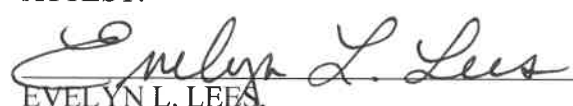


ROBERT J. ELMER, MEMBER



RICK L. TAYLOR, MEMBER

ATTEST:



EVELYN L. LEES,
CLERK CITY OF NOBLESVILLE, INDIANA



EXHIBIT A



Make My Move

Remote Worker Recruiting - Noblesville IN

This Agreement (Agreement) is made as of May 31, 2024 (the Effective Date) by and between the The City of Noblesville, IN ("Client") who is located at 16 S 10th Street, Noblesville, IN 46060 and TMap, LLC DBA MakeMyMove who is located at 215 E. 38th St., Indianapolis, Indiana, 46205 (TMap).

MakeMyMove will work with the Client and the Indiana Economic Development Corporation to develop and execute a remote worker recruiting strategy and conduct a 12 month program commencing on June 1, 2024 (the Commencement Date) to generate a pool of qualified applicants and recruit those individuals to live in the City of Noblesville, IN. Through this partnership we will:

- Establish an inventory of community assets
- Develop the value proposition and relocation incentive
- Quantify the value of a remote worker
- Build a target pool specifically for the Client
- Execute a targeted marketing campaign to generate highly qualified applicants
- Build processes to qualify, manage and convert applicants

In addition to the deliverables above, our shared objective is to achieve a goal of 45 (forty five) individuals with signed agreements who will relocate to The City of Noblesville, IN.

SERVICES PROVIDED

MakeMyMove will provide the following services:

- Data sourcing, scoring and storage
- Data analysis and development of a value calculator
- Coordinated message development for targeted talent campaigns
- Project coordination provisioning of a marketing platform and CRM
- Candidate engagement campaign execution
- Process development for the candidate experience
- Performance/Results monitoring and reporting

To ensure clear communication, MakeMyMove will request periodic meetings to update and discuss the project.

COMPENSATION

In consideration of the performance of the services, Client shall pay MakeMyMove \$189,450. Client will make an initial payment of \$100,000 on June 1, 2024. The remaining payment of \$89,450 will be due on September 1, 2024. A 5% penalty will be added to any amount that is 15 days or more past due.

TERM AND TERMINATION

The term of this agreement commences on June 1, 2024 (the commencement date) and expires upon the earlier of 365 days or the relocation of 45 (forty five) new households through this program. Either party may terminate this agreement upon 60 days written notice to the other party at any time.

OWNERSHIP OF DOCUMENTS AND MATERIALS

Except for the Contractor's Intellectual Property, all documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") specifically developed pursuant to or in connection with the services performed by Contractor under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the Client so that all Materials will be the property of the Client.

CONFIDENTIALITY

"Confidential Information" means (i) any information regarding Client's current employees, staffing needs, or employment policies, (ii) any information concerning the existing or future products of Client; (iii) the terms of this Agreement, (iv) any software, documentation, materials or information provided to MakeMyMove by Client in order to assist MakeMyMove in performing the services; and (v) any additional information designated in writing as "confidential" by Client. Confidential Information will not include, however, any information described above to the extent any of the following may be included therein: (1) information that becomes known to the general public without breach of the non-disclosure obligations of this Agreement; (2) information that is obtained from a third party or independently developed without breach of a nondisclosure obligation and without restriction on disclosure; and (3) information that is required to be disclosed in connection with any suit, action or other dispute related to this Agreement.

MakeMyMove agrees to hold in confidence, and not to use except as expressly authorized in this Agreement, all Confidential Information and to use reasonable care to prevent the unauthorized disclosure or use of the other party's Confidential Information, both during and after the term of this Agreement.

EQUAL OPPORTUNITY EMPLOYER POLICY

Both the Client and MakeMyMove are Equal Opportunity Employers, and each of the parties endeavors to recruit, hire, and engage employees, independent contractors, and applicants for employment without regard to race, color, religion, age, sex, marital status, sexual preference, national origin, physical or mental disability, or veteran status.

INDEMNIFICATION

Each party agrees to indemnify and hold the other harmless with respect to any and all losses, damages or expenses (including reasonable attorney's fees) which either party shall sustain as a result of the other's negligent acts, errors or omissions in carrying out the responsibilities in this Agreement. The indemnified Party shall provide the indemnifying Party with prompt written notice of any such indemnification claim. The indemnifying Party shall have sole control and authority with respect to the defense and settlement of any such claim. The indemnified Party shall cooperate fully with the indemnifying Party, at the indemnifying Party's sole cost and expenses, in the defense of any such claim. The indemnifying Party shall not agree to settle any such claim that does not include a complete release of the indemnified Party from all liability with respect thereto or that imposes any liability, obligation or restriction on the indemnified Party without the prior written consent of the indemnified Party. The indemnified Party may participate in the defense of any claim through its own counsel, and at its own expense.

GENERAL TERMS

MakeMyMove is an independent contractor, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. MakeMyMove will be responsible for all tax withholdings.

Dispute Resolution. Any controversy, dispute or claim arising out of or relating to this contract shall first be settled through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by mediation; the mediator in such an instance shall have no authority to modify the terms of this Agreement. The mediation proceeding shall be held at a location mutually agreed to by the parties in writing. The administrative cost of the mediation and the mediator's fee shall be shared equally by the parties. If the parties are unsuccessful at resolving the dispute through mediation, the parties agree that the method of subsequent dispute resolution will be in a court of competent jurisdiction.

Governing Law. This Agreement will be governed by and interpreted under the laws of the State of Indiana, without giving effect to applicable conflicts of law principles.

Survival. The provisions of the Presentation, Confidentiality, and General Terms sections shall survive the expiration or termination of this Agreement.

Assignment. MakeMyMove hereby irrevocably assigns information generated in the course of this Agreement to Client. Such information includes, without limitation, resumes, contact information, and call/prospecting histories, or other written or recorded communications with prospective employees of Client. In the event that such information cannot be assigned, MakeMyMove grants to Client a fully-paid, transferable, assignable, worldwide, exclusive, perpetual license to such information.

Client: By (Sign) _____

Name: _____

Title: _____

MakeMyMove : By (Sign) _____

Name: _____

Title: _____

IEDC Grant Exhibit A

Noblesville IN Remote Worker Program Renewal

Qualified Relocations: 45

Program Expenses:

- Platform Subscription: \$24,000
- Program Marketing: \$116,450
- Fulfillment and Services: \$49,000
- Household Incentives: \$450,000
- Local Administration: \$53,000

TOTAL: \$692,450

Noblesville Community Contribution: \$293,225