

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement entered into this ____ day of _____, 2023 by and between the Development Review Commission (DRC) of the Town of Nashville, State of Indiana, hereinafter referred to as the “Local Public Agency,” and Indiana Landmarks, hereinafter referred to as the “Contractor.”

WITNESSETH:

WHEREAS, the Local Public Agency desires to promote certain historic preservation activities and quality development that respects the special character within the Town of Nashville; and

WHEREAS, the Local Public Agency desires the services of a qualified preservation professional to serve as part-time staff person to its Development Review Commission; and,

WHEREAS, the Contractor represents that it is qualified to render such services to the Local Public Agency, and is a qualified professional as defined in 36 CFR 61 authorized by the National Historic Preservation Act of 1966 as amended (PL 89-665) and the National Historic Preservation Amendments Act of 1980 (PL 96-515); as defined in the scope of services below;

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

1. SCOPE OF SERVICES: The contractor shall coordinate the work of a qualified preservation professional, or “circuit rider,” who shall perform the following services:

- Assist with the implementation of design guidelines for all areas within the town under the jurisdiction of the DRC
- Recommend a work program to the DRC members and staff
- Conduct training sessions for the DRC members and staff, and provide opportunities for participation in regional/statewide design review workshops
- Prepare material for and attend the DRC meetings as needed
- Assist the DRC in establishing historic districts
- Help direct the development review process
- Assist with the application for and maintenance of federal and state grants for special projects
- Assist in the development of amendments to the town ordinances and development review procedures as directed by the Nashville Town Council and DRC
- As time permits: promote historic preservation generally within the community; provide technical assistance in such areas as National Register review and tax act projects; counsel building owners on restoration; provide information on preservation legislation.

2. RESPONSIBILITIES OF THE LOCAL PUBLIC AGENCY: The Local Public Agency will prepare minutes and agenda for all meetings and be responsible for publication costs associated with the production of a design guidelines manual.

The Local Public Agency will maintain active membership with Indiana Landmarks for any member of the DRC not already a member. The membership rate for each commission member shall be \$35 per year.

3. TIME OF PERFORMANCE: The services of the Contractor shall be for one year, commencing on July 1, 2023 and ending on June 30, 2024.

4. COMPENSATION: The Contractor shall be compensated for services in the amount of Four Thousand Dollars (\$4000.00).

5. METHOD OF PAYMENT: Payment shall be made in two payments, subject to receipt of an invoice or voucher from the Contractor that services provided under this Agreement are being performed. The first payment shall be payable not later than July 15, 2023 and the second payment shall be payable not later than January 15, 2024.

6. NON-FEDERAL LABOR STANDARDS PROVISIONS: The following Labor Standards Provisions are applicable to the Agreement under State or Local law; provided that the inclusion of such provisions in this Agreement shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor Standards Provisions upon hours per day, per week, or per month which the employees engaged in the work covered by this Agreement may be required or permitted to work thereon may not be exceeded.

Where the minimum rates of pay required under State or Local law are higher than the minimum rates of pay required or set forth in the Federal Labor Standards Provisions of this Agreement for corresponding classification, such State or Local minimum rates shall be applicable minimum rates of pay for such classifications.

7. PROVISION FOR EXTENSION: This Agreement is subject to renewal upon agreement by both parties.

8. TERMS AND CONDITIONS: This Agreement is subject to and incorporates the provision as Part II - Terms and Conditions (Form H621-B, dated February 1969).

E-VERIFY REQUIREMENT: All terms defined in I.C. 22-5-1.7 et seq. are adopted and incorporated into this section.

Pursuant to I.C. 22-5-1.7 et seq., Contractor shall enroll in and verify the work-eligibility status of all of its newly hired employees using the E-Verify program, if it has not already done so as of the date of this Agreement. Contractor is further required to execute an affidavit affirming that: (i) it is enrolled and participating in the E-Verify program, and (ii) it does not knowingly employ any unauthorized aliens. In support of the affidavit, Contractor shall provide the City with documentation that it is enrolled and participating in the E-Verify program. This

Agreement shall not take effect until said affidavit is signed by Contractor and delivered to the City's authorized representative.

Should contractor subcontract for the performance of any work under this Agreement, the Contractor shall require any subcontractor to certify by affidavit that: (i) the subcontractor does not knowingly employ or contract with any unauthorized aliens, and (ii) the subcontractor is enrolled and participating in the E-Verify program. Contractor shall maintain a copy of such certification for the duration of the term of any subcontract. Contractor shall also deliver a copy of the certification to the City within 7 days of the effective date of the subcontract.

If Contractor, or any subcontractor of Contractor, knowingly employs or contracts with any unauthorized aliens, or retains an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien, Contractor shall terminate the employment of or contract with the unauthorized alien within thirty (30) days ("Cure Period"). Should the Contractor or any subcontractor of Contractor fail to cure within the Cure Period, the City has the right to terminate this Agreement without consequence.

The E-Verify requirements of this Agreement will not apply should the E-Verify program cease to exist.

IN WITNESS THEREOF, the Local Public Agency and the Contractor have executed this Agreement as of the date first written above.

Town of Nashville
LOCAL PUBLIC AGENCY

By: _____

Indiana Landmarks
CONTRACTOR

J. Marshall Davis, President
Indiana Landmarks

By: Mark Dollase
Director, Central Regional Office