

**AGREEMENT**  
**BETWEEN**  
**CODE CRAFTERS**  
**1583 HAZELWOOD COURT WEST**  
**GREENWOOD, IN 46143**

**AND**

**TOWN OF JAMESTOWN**  
**421 E MAIN STREET**  
**JAMESTOWN, IN 46147**

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This **CONSULTING SERVICES AGREEMENT** (“**Agreement**”) is made as of the date of final signature below (“**Effective Date**”), by and between **CODE CRAFTERS** (“**Consultant**”) and **JAMESTOWN**. Consultant and **JAMESTOWN** are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

**WHEREAS JAMESTOWN** desires to obtain certain consulting services, which are more fully described in Exhibit A of this Agreement, from experienced professionals who are qualified to provide the Services; and

**WHEREAS JAMESTOWN** desires to engage Consultant to provide the Services, and Consultant desires to provide the Services, all in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, intending to be legally bound, **JAMESTOWN** and Consultant each agree as follows:

**SECTION 1: CONSULTANT KEY PRINCIPAL**

- 1.1. Consultant hereby acknowledges and agrees that Deborah Luzier, AICP (hereinafter referred to as the “**Key Principal**”) is essential to completion of the work in the manner desired by **JAMESTOWN**. Consultant hereby covenants and agrees that the Key Principal shall be available to work on appropriate portions of the Project consistent with the requirements of the Project throughout the Terms (defined below) of this Agreement. In the event that the Key Principal ceases to work on the Project for any reason within the control of Consultant, **JAMESTOWN** shall have the right, at **JAMESTOWN**’s sole option, to either terminate this Agreement by written notice to Consultant and thereupon Consultant shall be compensated for all services performed prior to such termination date.

## **SECTION 2: CONSULTANT'S BASIC SERVICES**

- 2.1. Consultant's services and obligations shall consist of all of the services and obligations to be performed by Consultant, its employees, consultants, subcontractors, and any other individual or entity directly or indirectly employed by Consultant (the "Representatives"), as set forth on the attached Exhibit A which is incorporated herein and as specified in this Agreement (the "Services") and any other services, although not specifically stated herein, that are incidental to or reasonably implied by the Services being rendered under this Agreement.
- 2.2. Consultant agrees that all agreements with its Representatives shall conform to and comply with the terms and conditions of this Agreement, including but not limited to compliance with confidentiality, data protection, certification requirements and the qualifications of personnel described herein. Consultant shall monitor any Representatives engaged by Consultant with sufficient frequency and diligence to ensure continued compliance with this Agreement. Consultant shall retain full responsibility for the performance of its obligations under this Agreement, including any obligations it performs through Representatives, and shall be fully responsible and liable for all acts or omissions of its Representatives, including acts and omissions constituting negligence, willful misconduct, fraud, or that would constitute breach of any provision of this Agreement if done by Consultant.

## **SECTION 3: STANDARDS OF CONSULTANT'S SERVICES**

- 3.1. Consultant agrees to perform all of the Services to the best of its knowledge, information, and belief and in compliance with all applicable laws, and generally acceptable industry standards and with a high degree of care and diligence. The obligations of the Consultant shall include responsibility for any work performed by the Consultant or another Representative in connection with the work effort and incorporated in Consultant's overall work.
- 3.2. Consultant will provide, without additional compensation, all professional services required by **JAMESTOWN** in defending any and all claims against **JAMESTOWN** which relate to alleged errors or omissions, or failure to review the Services by Consultant arising out of this Agreement.

## **SECTION 4: SCOPE OF CONSULTANT'S SERVICES**

- 4.1. Consultant agrees to provide all documents and perform all of the Services described in this Agreement and those documents specifically listed in Exhibit A of this Agreement. The Consultant further agrees that all documents provided, and all of the Services performed, shall be to **JAMESTOWN's** reasonable satisfaction.
- 4.2. Consultant agrees to commit sufficient resources to perform all of the Services listed in Exhibit A and this Agreement within the mutually agreed upon time frame.
- 4.3. Consultant acknowledges that **JAMESTOWN** has explained that timely completion of this Agreement is of critical importance to **JAMESTOWN**. Time is of the essence for completion of the Consultant's total performance.
- 4.4. Consultant shall not, however, be responsible for delays in performance resulting from the actions or omissions of **JAMESTOWN** or other factors outside the control of Consultant, provided Consultant promptly advises **JAMESTOWN** of the existence of factors beyond its control which

causes delay. Resulting revisions to the time frame shall be mutually agreed upon by both Parties, in writing.

- 4.5. Additional Services. The time frame and the costs for the performance of additional services requested shall be mutually agreed upon in an amendment prior to Consultant beginning performance of the additional services.

## **SECTION 5: PAYMENT**

- 5.1. Contract Amount. Consultant agrees that any and all expenses associated with the performance of the scope of work under this Agreement are subject to the terms and limits of Exhibit A. For the Services, as described in Exhibit A, and any other services contained in this Agreement, payment shall be made consistent with time and cost based on billing rates as defined in Exhibit A and shall be conditioned upon JAMESTOWN's receipt and acceptance of the required documents associated with each payment.
- 5.2. Invoicing. Consultant shall email all invoices to **EMAIL**. Each invoice shall be itemized and shall substantiate all charges therein set forth. Consultant shall maintain complete and accurate accounting records in accordance with generally accepted accounting practices to substantiate Consultant's charges and expenses hereunder.
- 5.3. Payment Terms. JAMESTOWN shall pay all undisputed invoice amounts to Consultant within net thirty (30) days of the invoice date. The payment to the Consultant by JAMESTOWN of any fees due under the Consultant's Agreement shall not constitute a waiver by JAMESTOWN of any of its rights hereunder.

## **SECTION 6: TERM AND TERMINATION**

- 6.1. This Agreement shall be effective on the Effective Date and shall remain in effect until this Agreement is terminated in accordance with this Section (the "Term").
- 6.2. Either Party may terminate this Agreement if the other Party materially breaches any of its obligations hereunder and such breach has not been cured within thirty (30) days' notice specifying the nature of the breach.
- 6.3. Both Parties shall have the right to terminate this Agreement at any time for convenience, provided that the Party which is being notified of the termination is provided written notice as outlined in SECTION 8: NOTICES within sixty (60) days of the other Party's intent to terminate.
- 6.4. In the event this Agreement is terminated, Consultant, as its sole and exclusive remedy hereunder, shall be entitled to receive compensation for that portion due for Services properly performed up to the date of termination.

## **SECTION 7: WARRANTIES**

- 7.1. Consultant hereby represents and warrants to JAMESTOWN the following:
  - 7.1.1. That Consultant is able to furnish any of the labor required to complete its Services required hereunder and perform all of its obligations hereunder and has sufficient experience and competence to do so.

7.1.2. That Consultant's execution of this Agreement and its performance thereof is within its duly authorized powers.

7.1.3. Consultant (and all of the preceding acting in both individual and corporate or partnership capacity) does not have any conflicts of interest that would impair the independent professional judgment of Consultant. Consultant agrees to disclose any such conflicts of interest prior to providing any recommendations or proposals to **JAMESTOWN**.

## **SECTION 8: NOTICES**

8.1. Notices. All notices, requests, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective when delivered personally (including delivery by express or courier service) or, if mailed, four (4) business days after being deposited in the United States mail as registered or certified matters, postage prepaid, return receipt requested, addressed as follows or to such other address as either Party may designate by notice to the other Party:

**If to JAMESTOWN:**

Town of Jamestown  
PO Box 165  
Jamestown, IN 46147  
[clerk@townofjamestown.in.gov](mailto:clerk@townofjamestown.in.gov)  
765-676-6331  
ATTN: Lori Heiston, Clerk-Treasurer

**If to Consultant:**

Code Crafters  
1583 Hazelwood Court West  
Greenwood, IN 46143  
[dluzier@INcodecrafters.com](mailto:dluzier@INcodecrafters.com)  
317-258-8046  
ATTN: Deborah Luzier, AICP

## **SECTION 9: RELATIONSHIP OF THE PARTIES**

9.1. Neither Party shall have, or represent that it has, any authority to bind the other Party, incur any obligations or expenses on the other Party's behalf or act as the agent of the other Party. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between Consultant and **JAMESTOWN** other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither this Agreement nor the fulfillment of any of the obligations of Consultant or **JAMESTOWN** hereunder shall be deemed to create any partnership, joint venture, legal association, or other operating relationship between the Parties other than as independent contractors.

## **SECTION 10: MISCELLANEOUS**

- 10.1. Modifications. This Agreement may be modified or amended only by a written amendment duly executed and delivered by each of the Parties to this Agreement.
- 10.2. Assignment. Neither Party shall assign this Agreement or any of its rights or obligations under this Agreement without the other Party's prior written consent.
- 10.3. Headings. The subject headings of the articles and sections of this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.
- 10.4. Joint Drafting. Each Party acknowledges and agrees that this Agreement shall be deemed to have been jointly prepared by the Parties and their respective legal counsel and will not be strictly construed against either Party. The Parties hereby acknowledge and agree that each (a) has read this Agreement in its entirety prior to executing it, (b) understands the provisions and effects of this Agreement and (c) has consulted such attorneys, accountants, and other financial advisors as it has deemed appropriate in connection with its execution of this Agreement.
- 10.5. Remedies. The duties and obligations this Agreement imposes on the Parties and the rights and remedies granted shall be in addition to and not a limitation of duties, obligations, rights, and remedies imposed by law or otherwise available at law or in equity.
- 10.6. No Waiver. Any action or failure to act by **JAMESTOWN** shall not be interpreted to mean a waiver of any right or duty it may have under the Agreement nor shall any such action or failure to act be interpreted to mean approval or satisfaction in any way of any breach thereunder, except when specifically agreed to by an express written acceptance.
- 10.7. Validity. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Agreement shall not impair or affect in any manner the validity, enforceability, or effect of the remainder of the Agreement.
- 10.8. Errors. All stenographic and clerical errors are subject to correction. Each Party acknowledges and agrees that this Agreement shall be deemed to have been jointly prepared by the Parties and their respective legal counsel and will not be strictly construed against either Party.
- 10.9. Completeness. Notwithstanding anything to the contrary contained in this Agreement, **JAMESTOWN's** review and approval of any and all documents or other matters required herein shall be for the purpose of providing Consultant with information as to **JAMESTOWN's** objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of such documents and shall in no way create any liability on the part of **JAMESTOWN** for errors, inconsistencies or omissions in any approved documents nor shall any such review and approval alter Consultant's responsibilities hereunder and with respect to such documents.
- 10.10. Survival. The expiration, termination or cancellation of this Agreement or any related Statement of Work issued pursuant to this Agreement will not extinguish the rights of either Party that accrue prior to expiration, termination or cancellation or any obligations that extend beyond termination, expiration or cancellation, either by their inherent nature or by their express terms.

- 10.11. Entire Agreement. This Agreement (including the Exhibits and Attachments) constitutes the entire agreement and supersedes all other agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 10.12. Non-Collusion. Undersigned Consultant, being duly sworn on oath, says that he or she has not, nor any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.
- 10.13. Non-Discrimination. Pursuant to Ind. Code § 22-9-1-10, Consultant represents that it and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's or applicant's hiring, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly relating to employment because of the employee's or applicant's race, color, creed, religion, ancestry, national origin, sex, disability, age, familial status, status with regard to public assistance, sexual orientation, and veteran status.
- 10.14. Prevailing Party Attorney Fees. Notwithstanding any term or condition in this Agreement to the contrary, in the event litigation is commenced to enforce any term or condition of this Agreement, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.
- 10.15. E-Verify and Dealing with the Government of Iran. Consultant verifies compliance with E-Verify and the Dealing with Iran regulations required by Indiana Code Sections 22-5-1.7-11 and 5-22-16.5-11.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date of final signature below by their respective duly authorized officers.

**CODE CRAFTERS**

**JAMESTOWN**



\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent

Deborah S. Luzier, President  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

2024-04-09  
\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Date of Signing

**EXHIBIT A**  
**2024 Scope of Services and Compensation**

**SECTION 1: Description of Services.**

1.1. **Planning Official Services.** Consultant will perform planning official services as assigned by JAMESTOWN. Services provided by Consultant may include:

1.1.1. Building Permit Processing

- Review applications for compliance with site plan regulations and the UDO.
- Recommend issuance of building permits based on recommendation from building inspector.
- Schedule inspections with inspector
- Recommend issuance of Certificates of Occupancy or project completion.
- File required reports with Assessor, Census Bureau, IABO, etc.

1.1.2. Plan Commission and BZA

- Review and process applications for completeness.
- Schedule Technical Review Committee meetings with other departments to coordinate the review of proposed new development.
- Generate staff reports to guide PC/BZA in their decisions.
- Attending PC/BZA meetings in person or virtually, depending on availability.
- Generate monthly reports for PC/BZA and the legislative body(s).

1.1.3. Other Services

- Field questions about the Comp Plan, Zoning Ordinance, Subdivision Control Ordinance, and other development regulations.
- Review and/or issue addresses for new development and platted subdivisions. Coordinate street names and address issuance with the appropriate 911 service providers and GIS system operators.
- Meet with public/developers when needed.
- Process complaints/violations.
- Draft amendments to documents and procedures as needed at the direction of the PC and/or legislative body(s).
- Assist JAMESTOWN with any other tasks desired that fall within the skillset of the Consultant.

1.2. **<Optional> Building Official Services.** Consultant may perform building official services as assigned by JAMESTOWN if needed. Services provided by Consultant may include:

- Review residential, commercial, and industrial building permit applications for structural compliance with applicable building codes.
- Provide a written review report of applicable building permit applications.
- Perform the required building inspections identified in the written report and any others that



have been identified to be required.

**SECTION 2: Fees.** Consultant's compensation for performance of the Services is set forth in this Exhibit A shall be on an hourly basis at the following rate(s):

2.1.1.Planning Official Services: \$125.00 (one hundred twenty-five dollars) per hour.

2.1.2.Building Official Services: \$125.00 (one hundred twenty-five dollars) per hour.

2.1.3.Travel Reimbursement: Travel time is billed at the hourly rate identified above. Mileage is billed at the current Federal mileage rate.