

AGREEMENT FOR AS-NEEDED PERMITTING AND BUILDING  
INSPECTION SERVICES

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between the Town of Thorntown (“Town”) and Mark Timmons (“Contractor”). In consideration of the mutual covenants and promises of the parties, the Town and the Contractor agree as follows:

1. In consideration for the labor herein provided by the Contractor, the Town shall pay the Contractor seventy-five percent (75%) of the total cost of each permit issued.

2. In consideration for the above payment from the Town, Contractor shall provide the following services:

a. receive, review, issue or otherwise make a determination on building permit applications in a timely manner as requested to do so by the Town from time to time;

b. conduct required building inspections in a timely manner as requested to do so by the Town from time to time;

c. provide a monthly report to the Town Council on the number and type of inspections conducted, and number and type of permits issued or otherwise addressed;

d. monitor all work being done pursuant to building permits to ensure continued compliance with the terms of the building permits and the Town’s Zoning Ordinances;

e. issue stop-work orders when work is being done contrary to the terms of the building permit and/or the Town’s Zoning Ordinances;

f. maintain reasonable communication with the Town Council President regarding the above services and notify the Town Council President of any issues that are discovered within a reasonable period of time.

3. Contractor agrees to perform the services in a workmanlike manner in compliance with industry standards and applicable law. Contractor retains the right to determine the method of performing the services including but not limited to daily schedule and work procedures. Contractor may utilize his own employees and or sub-contractors to complete the work at his discretion, but accepts ultimate responsibility for

the outcome and methods of providing services. Contractor is responsible for procuring and maintaining all tools, equipment, vehicles, or other supplies necessary to perform his obligations under this agreement. Contractor shall be responsible for maintaining his own email account and record keeping in relation to his obligations under this Agreement. Contractor agrees to promptly cooperate with the Town to provide any information requested pursuant to public records laws, pending or threatened litigation, or for any other Town purpose.

4 Contractor shall not provide inspection services for any work he or she was involved in to any degree or property in which he or she holds any personal or business interest.

5. To the extent permitted by law, Contractor hereby indemnifies, releases, discharges, waives and covenants not to sue the Town, including its respective elected and appointed officials, administrators, agents, officers, volunteers and employees, for any and all claims for liability arising out of personal injury or property damage sustained by Contractor, Contractor's employees or sub-contractors or other third parties which may be a result of Contractor's performance of his obligations under this Agreement.

6. This Agreement does not in any way create an employer/employee relationship. Contractor is considered to be an independent contractor. Contractor shall not, under any circumstances, hold himself out to the public as an employee of the Town. Contractor has no authority to contractually bind the Town under any circumstances and is not authorized to make any representations on behalf of the Town except as explicitly stated herein.

7. Contractor shall procure and maintain professional liability insurance in an amount equal to or greater than one million dollars (\$1,000,000.00) per claim and one million dollars (\$1,000,000.00) in the aggregate, and commercial general liability insurance in an amount equal to or greater than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The Contractor shall provide the Town with a Certificate of Insurance.

8. Pursuant to Indiana Code §22-5-1.7 et. seq. Contractor shall enroll in and verify the work eligibility status of all of his newly hired employees through the E-Verify Program unless E-Verify Program no longer exists. Contractor hereby affirms that he does not knowingly employ any unauthorized alien, as that term is used in Indiana Code §22-5-1.7 et. seq.

9. Contractor, in accordance with Indiana Code 22-9-1-10, as a contractor with a political subdivision, agrees not to discriminate against any employee of his, or applicant for employment to be employed in the performance of this contract, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or

any matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, sexual orientation, gender identity, disability, national origin, veteran status or ancestry or any other characteristic protected by applicable law.

10. Contractor, in accordance with Indiana Code 5-22-16.5 and Indiana Code 36-1-12-23, and as required under those Indiana Codes, certifies that he is not engaged in investment activities in Iran.

11. No alterations or modifications of this Agreement shall be effective unless the modification is in writing and signed by the parties.

12. This Agreement shall be effective upon execution by the Town, through its representative, and Contractor and shall be in effect upon execution through December 31, 2022, unless terminated by either the Town or the Contractor, for their convenience, upon 30 days' written notice to the other.

Town of Thorntown, Indiana

By \_\_\_\_\_  
Town Council President

Contractor

\_\_\_\_\_  
Mark Timmons