Memorandum of Understanding

This document constitutes a Memorandum of Understanding (hereinafter referred to as "MOU") between Noblesville Preservation Alliance (hereinafter referred to as "NPA"), an Indiana non-profit corporation organized under IRS code 501(c)(3), and the City of Noblesville, Indiana, a municipal corporation (hereinafter referred to as "City" or "Noblesville"), is executed pursuant to the terms and conditions set forth herein.

Recitals

Whereas, NPA desires to promote the preservation of historic homes, neighborhoods and structures to enhance the quality of life; and

Whereas, NPA seeks to renovate and expand the offerings of Preservation Hall; and

Whereas, NPA advocates on behalf of the downtown Noblesville community by aiding, promoting, and improving quality of life; and

Whereas, NPA and the City share commitments to preserving and enhancing downtown, helping businesses and organizations thrive while promoting historic features and locations that make Noblesville unique, and providing signature cultural and community-based opportunities for residents; and"

Whereas, the City of Noblesville desires to support NPA in its mission and provide for the advocacy and promotion of historic downtown Noblesville.

Now therefore, in consideration of the mutual promises contained herein and other considerations, the receipt and sufficiency of which are hereby acknowledged; NPA and the City agree as follows:

1. **RECITALS.** The representations set forth in the above recitals are material to the MOU and are hereby incorporated into and made a part of the MOU as if fully set forth in the body of the MOU.

2. **DUTIES OF NPA.** NPA shall perform the functions as set forth or described in **Exhibit A**, attached to and made a part of this MOU.

3. **TERM AND RENEWAL.**

   A. The term of this MOU shall be for one (1) year, beginning upon execution by the Board of Works, and ending on December 31, 2024 unless terminated in accordance with this MOU.

   B. This MOU will be automatically renewed for an additional one (1) year term at the end of each successive term unless either party sends notice

to the other party at least ninety (90) days prior to the expiration of then present term of its decision to not. The term of the renewal shall not be longer than the term of the original Agreement. All other terms and conditions of the Agreement shall remain the same as set forth herein and may be amended only by written instrument signed by both Noblesville and NPA and attached hereto as an amendment.

4. COMPENSATION OF NPA.

A. NPA shall furnish all labor, materials, supplies, and services in accordance with the conditions of this MOU necessary to perform the functions as defined in **Exhibit A.**

B. Payment will be for the amount of $15,000 during each term, subject to an invoice being submitted by NPA at least thirty (30) days in advance.

5. TERMINATION FOR CAUSE OR CONVENIENCE.

A. If NPA becomes insolvent, or if it refuses or fails to perform the work and functions provided by this MOU, or if it refuses to perform disputed work or functions as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this MOU, then City may, without prejudice to any other right or remedy, terminate this MOU in whole or in part, in writing, provided that NPA shall be given, except in the case of emergencies, (a) not less than ninety (90) calendar days' notice of City's intent to terminate, and (b) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to NPA upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of NPA's default.

B. This MOU may be terminated in whole or in part in writing by City for City's convenience; provided that NPA is given (a) not less than ninety (90) calendar days' notice of intent to terminate and (b) an opportunity for consultation with City prior to termination. If City effects termination for convenience, NPA's compensation shall be equitably adjusted.

6. TERMINATION FOR FAILURE OF FUNDING. Notwithstanding any other provision of this MOU and pursuant to Indiana law, if funds for the continued fulfillment of this MOU by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

7. GENERAL PROVISIONS.

   A. Non-Agent. Notwithstanding anything to the contrary in this MOU or elsewhere, NPA is not an agent of the City and shall not in any way purport to act or speak for or on behalf of the City.

   B. Independent Contractor. The parties agree that NPA is an independent contractor as that term is commonly used and is not an employee of City. As such, NPA is solely responsible for all taxes and none shall be withheld from the sums paid to NPA. NPA acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. The NPA has no authority, express or implied, to bind or obligate City in any way.

   C. Subcontracting. The parties agree that NPA shall not subcontract, assign or delegate any responsibility to perform under this Agreement without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, NPA shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. NPA shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve NPA of any responsibility for performing under this Agreement..

   D. Necessary Qualifications. NPA certifies that it will furnish to City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of City, other units of local government, the State of Indiana, and the United States. NPA further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.

   E. Confidentiality of City Information. NPA understands that the information provided to it or obtained from City during the performance of its responsibilities may be confidential and may not, without prior written consent of City, be disclosed to a person not in

City's employ except to employees or agents of NPA who have a need to know in order to provide the services. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by NPA at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than NPA; (c) is made known to NPA by a third person who does not impose any obligation of confidence on NPA with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon NPA shall provide notice and an opportunity to object to City prior to such disclosure; or (e) information that is independently developed by NPA without references to the confidential information. NPA shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law, except as contemplated by this section, clause (d).

F. Records; Audit. NPA shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement. NPA shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from termination or the date of final payment under this Agreement for inspection by City or any other authorized representative of City. Copies thereof, if requested, shall be furnished at no cost to City.

H. Remedies. Following the occurrence of any default, breach, or other failure to perform, or an act of negligence or misconduct causing damage to either Party, by the other or any of its employees, agents, or subcontractors, the aggrieved party shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available. This provision shall survive any termination of this Agreement.

F. Indemnification. NPA agrees to indemnify, defend, and hold harmless City and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any act or omission by NPA or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage. This provision shall survive any termination of this Agreement.

G. Insurance. NPA shall furnish, or cause to be furnished, City with certification of comprehensive general liability insurance coverage with a minimum limit of Two Million Dollars ($2,000,000.00) per occurrence. NPA shall furnish certificates of insurance provided by the insurer, and the certificates shall provide that such insured is in effect

and will not be cancelled during the required period without thirty (30) days prior written notice of such cancellation to City.

H. Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

To NPA:	To Noblesville:
Noblesville Preservation Alliance 1274 Logan Street Noblesville, IN 46060	City of Noblesville 16 S. 10th Street Noblesville, IN 46060 Attn: Aaron Head Copy to: City of Noblesville Attn: City Attorney 16 S. 10th Street Noblesville, IN 46060

I. Non-discrimination. NPA 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 her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

J. Conflict of Interest. NPA certifies and warrants to Noblesville that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Noblesville.

K. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster, pandemic, or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

P. Applicable Laws; Forum. NPA agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by Noblesville and NPA to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Noblesville. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

L. Waiver. Neither party's delay or inaction in pursuing the remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of Party's rights or remedies.

M. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

N. Attorneys' Fees. Either party shall be liable to the other for reasonable attorneys' fees incurred by in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of the other party from a breach of any provision of this Agreement, from an indemnity obligation, or from a failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.

O. Successors and Assigns. Noblesville and NPA each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, neither party shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Noblesville or NPA.

8. INTERPRETATION AND INTENT.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and NPA. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or NPA which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and NPA.

A. In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by NPA or other rights or obligations of City or NPA, the document or provision thereof imposing the greater obligation upon City and affording the greater right or remedy to City, shall govern.

B. Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.

C. This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

Entered into this 11 date of January, 2024.

Noblesville Preservation Alliance	City of Noblesville
By: Amy Coyle, President	By: Aaron Head Title: Community Engagement Manager

EXHIBIT A

1. PURPOSE. NPA shall act to provide cultural, historical, and community service programs for Noblesville, including the promotion of preserving historic homes, neighborhoods and structures that seek to enhance the quality of life in Noblesville.

2. DELIVERABLES.

A. City Common Council Presentation. NPA shall make a presentation at a mutually agreeable date and time once per year, to the Common Council. NPA shall be available to update the Downtown District Committee and/or Finance Committee at their request but no more than once per quarter.

B. NPA Events.

i. NPA shall host and execute the following events in a calendar year that shall include but are not limited to:

- Historic Home Tour
- Historic Holiday Home Tour
- Lights Over Seminary (Collaborator)

ii. The parties recognize that the events listed are subject to change and should involve conversations with both parties regarding any decisions to modify or cancel the event.

C. Grant monies can be used for web development, social media expenses, planning, promotion and execution of events including fundraising events and expenses related to building acquisition and interior renovations.

D. Subsequent Year Funding Request. NPA shall submit its funding request and supporting documentation, as required by the City, for 2025 by July 1st.

Exhibit A

NOBLESVILLE PRESERVATION ALLIANCE
EST. 1987

PRESERVATION HALL
NOBLESVILLE PRESERVATION ALLIANCE

June 26, 2023

Mr. Aaron Head
Community Engagement Manager
Planning Department, City of Noblesville

Dear Aaron;

On behalf of the Board of Directors of the Noblesville Preservation Alliance (NPA), I'd like to express our gratitude for the Noblesville Community Grants awarded to our organization in 2021, 2022 and 2023. It is a great honor to have our work validated and supported by the fine and beautiful city we serve! NPA is proud of its long history of advocacy and achievement that has contributed to the historic preservation of the architecture and style that help make our city so unique and desirable. We have been proud to self-fund most of our work since 1987. **However, we could not have acquired and renovated the building at 1274 Logan Street without significant help from the city we cherish.**

As our city will continue to need our efforts as it evolves into its exciting future, establishing an official agency headquarters and programming venue was essential to ensure the long-term viability of NPA. This empowering acquisition also saved and beautifully restored an endangered historic structure which greatly enhanced the beauty of one of Noblesville's most important historic districts! We made the $130K purchase with NPA fundraising proceeds and a $75K interest free Endangered Structures loan from Indiana Landmarks. We are very proud to have completed the $75K restoration and repaid all but $37K of the $75K loan! Our efforts were validated when we received the **Noblesville Chamber of Commerce's first annual Advancing Noblesville Award for best Renovation/Restoration – an honor which would have been impossible without generous support from the City of Noblesville**!

While NPA has always provided quality programs and services to Noblesville residents, its ability to do so has been greatly enhanced by this venue. Preservation Hall has hosted a Diversity Coalition Community Conversation, three neighborhood Flea Markets, several Roots Music concerts, an Old-Time Radio show, several Noble Stories oral history presentations, and the Logan Street Porch Music Festival. We have made our facility available as an affordable rental for community meetings, piano recitals, and family celebrations. July 29th we will host a Hamilton County Bicentennial demonstration/lecture featuring the Gibson Guitar Companies collection of antique and vintage instruments, and September 10th a Noblesville Bicentennial play written by Noblesville resident, John Wise in 1898, and starring Noblesville mayors past and present as well as several other community leaders. We also enthusiastically participate in other organization's events, including the Darlington Bed Race, where we just won the People's Choice Award for the 5th year with a Bicentennial 1823 covered wagon theme.

In 2024, we will continue to provide, and expand, entertainment, celebrations, educational programs and lectures, and host community events. The Old-Time Radio show was such a success that at least two more are planned by *NPA Old Time Radio Theatre*. Our theme concert of Murder Ballads performed by 9 local musicians will be repeated with other themes, such as coal mining ballads. And, of course, we will continue our signature events – the Historic Home Tour, Holiday Home Tour and oral histories. Additionally, Preservation Hall's interior has just been painted (courtesy of *Serve Noblesville)* in neutral shades to make it more attractive as a wedding venue. While the previous colors were appropriate for most events, they imposed limits on wedding décor. As a former church with a lower-level kitchen and dining area, the Hall will be an appealing venue for small budget weddings, and will boost the current income we receive from event rentals.

We are very pleased to continue serving as guardians of our heritage and precious architectural treasurers and to serve our community with quality programming. It is a great honor to be supported by an administration that values our contributions and shares our goals.

We respectfully request Community Grant funding for 2024 in the amount of $15K. We know that we are valued by this administration and are very aware of the multiple needs and projects you are required to fund, but sincerely hope you will find value in continuing to partner with the Noblesville Preservation Alliance as we work together to dazzle and delight those who call Noblesville home, and those who are privileged to visit.

With Gratitude,

Sandy Stewart

Director of Community Outreach
Noblesville Preservation Alliance

Cc: Amy Coyle, NPA President

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this 23rd day of January 2024.

JACK MARTIN, PRESIDENT

JOHN DITSLEAR, MEMBER

LAURIE DYER, MEMBER

ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Martin & Martin Insurance Agency
62 S 9th Street

Noblesville IN 46060

CONTACT NAME: Jenna Romens
PHONE (A/C, No, Ext):
FAX (A/C, No): (317)703-1115
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ERIE INS EXCH	26271
INSURER B : Burns & Wilcox	000000
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Noblesville Preservation Alliance
P O Box 632

Noblesville IN 46061

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			Q46-1551771	10/15/2023	10/15/2024	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1000000
							MED EXP (Any one person)	$ 5000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Directors & Officers Liability			ND02009488	04/24/2022	04/24/2025	$1,000,000 per claim $1,000,000 aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Noblesville
16 S 10th Street

Noblesville IN 46060

Fax: Email:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jenna Romens

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E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Noblesville Preservation Alliance

By (Written Signature): [signature]

(Printed Name): Amy Coyle

(Title): Board President

Important - Notary Signature and Seal Required in the Space Below

LINDSAY N. DOWNING
My Comm. Exp. 03-29-2024
Comm. #NP0682638
NOTARY SEAL PUBLIC
Hamilton County
STATE OF INDIANA

STATE OF Indiana

SS:

COUNTY OF Hamilton

Subscribed and sworn to before me this 10th day of January, 2024.

My commission expires: 03/29/2024 (Signed) [signature]

a. Residing in Hamilton County, State of Indiana