

A CONTRACT FOR CONSULTING SERVICES TO PREPARE AN AMENDED MULTIPLE
PROPERTY DOCUMENT NOMINATION AND WEST HILL HISTORIC DISTRICT
NOMINATION FOR THE NATIONAL REGISTER OF HISTORIC PLACES, IN
MUSCATINE, IOWA

This agreement, entered into this 14th day of February, 2007,
by and between the Muscatine Historical Preservation Commission, hereinafter referred to as the
COMMISSION and Rebecca Lawin McCarley, d.b.a. SPARK Consulting, hereinafter referred to
as CONTRACTOR; witnesseth:

In order to complete an amended Multiple Property Document (MPD) nomination (with six
historic contexts and associated property types) and a West Hill Historic District nomination for
the National Register of Historic Places, the COMMISSION and the CONTRACTOR for
considerations and other conditions below, agree as follows:

1. The CONTRACTOR agrees to be primarily responsible for the duties to complete these
nominations. Specific responsibilities include:

- A. Research to develop the amended MPD and West Hill district nominations
- B. Development of an amended MPD nomination for Muscatine, adding two
residential/neighborhood contexts and associated property types began through the West
Hill survey project to the six contexts and associated property types listed on the original
nomination
- C. Development of a West Hill district nomination for Muscatine, including all supporting
information and items
- D. Photographs of the West Hill district needed to be submitted with the nomination and for
the State Nomination Review Committee (SNRC) meeting
- E. Generation of appropriate mapping for the district nomination, with the available
mapping and property information from the City of Muscatine
- F. Submittal of draft nominations to the State Historic Preservation Office (SHPO) of Iowa
- G. Revision of the nominations based on comments by SHPO, submittal of additional drafts
as requested
- H. Submittal of 3 copies of the final draft of each nomination to the SHPO and submittal of
1 copy of the final draft nomination to the COMMISSION to use in the local review
process
- I. Attending 2 public meetings regarding the National Register of Historic Places and the
West Hill Historic District nomination
- J. Reviewing the public meeting notifications and any other material generated by the
COMMISSION about the National Register of Historic Places process and specific
nominations
- K. Submittal of the final 3 copies of each nomination to the SHPO on 25% cotton archival
paper

2. The COMMISSION agrees to perform other miscellaneous duties to complete these nominations. Specific responsibilities include:

- A. Coordinating with the CONTRACTOR to compile list of property owners and generate mailing labels for use by the SHPO in the district nomination notification process
- B. Coordinating with the CONTRACTOR to supply available city mapping for use in generating mapping for the historic district nomination
- C. Reviewing and commenting on the draft nominations in a timely manner (anticipated by October 8, 2007) to meet the overall timeline of the project
- D. Holding 2 public meetings and notifying appropriate property owners and media about the meetings; CONTRACTOR will attend and serve as primary presenter
- E. Working with the CONTRACTOR for review of any additional materials generated by the commission about the National Register of Historic Places process and specific nominations
- F. Serving as the primary source of answers to questions by local property owners and media regarding the nomination process and effects; providing public education brochures and opportunities beyond the 2 public meetings attended by the consultant as deemed necessary
- G. Raising the full contract amount necessary to pay the contract or notifying the CONTRACTOR to terminate the agreement at the point when funding is depleted

3. The COMMISSION will pay the CONTRACTOR an amount not to exceed \$14,500 for services and expense reimbursement under this contract. The billing for this contract shall be as follows:

- A. \$1,000 due at execution of this contract
- B. \$2,000 due when the initial draft of the amended MPD is submitted to the SHPO for review (anticipated by September 1, 2007)
- C. \$6,500 due for nomination preparation when the drafts of the amended MPD and West Hill nominations are submitted to COMMISSION for internal review and comment (anticipated by September 17, 2007)
- D. \$2,000 due for nomination revisions when the draft of West Hill historic district nomination and revised draft of amended MPD nomination are submitted to SHPO and revised drafts of nominations submitted to the COMMISSION for public review (anticipated by November 1, 2007)
- E. \$1,500 due to the consultant after attending State Nomination Review Committee (SNRC) meeting (anticipated February 8, 2008 meeting) for attending public hearing, reviewing commission literature, and presenting at the SNRC meeting
- F. \$1,500 due at time of submittal of revised final nominations on 25% archival paper to the SHPO (anticipated by March 31, 2008)

4. The terms of this agreement shall begin upon the execution of this contract by the Mayor of the City of Muscatine and shall terminate on April 30, 2008, or sooner if the project components have been completed.

5. The COMMISSION may terminate this agreement at any time by giving notice by certified mail to the CONTRACTOR at 1138 Oneida Avenue, Davenport, Iowa, 52803. In that event, equitable adjustment shall be made for all work completed prior to termination. The adjustment beyond the last pay period shall be based upon the number of hours as certified by the CONTRACTOR times the hourly rate of \$50, plus expenses of \$.40 per mile, \$25 per day for meals, and \$60 per night for lodging, and direct expenses at the actual rate.

6. The CONTRACTOR may terminate this agreement by giving a 21-day notice by certified mail to the Mayor of the City of Muscatine. In that event, equitable adjustment shall be made for all work completed prior to termination. The adjustment beyond the last pay period shall be based on the number of hours worked as certified by the CONTRACTOR times the hourly rate of \$50, plus expenses of \$.40 per mile, \$25 per day for meals, and \$60 per night for lodging, and direct expenses at the actual rate.

7. The CONTRACTOR'S obligation and duties under this Contract shall not be assigned without the permission of the COMMISSION.

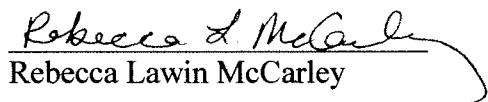
8. The COMMISSION recognizes that the CONTRACTOR will complete the project in a timely matter. The time and extent of review required by the SHPO of the nomination materials will ultimately determine the date that the nominations are formally listed.

9. The COMMISSION recognizes that the CONTRACTOR will complete the nominations in a professional manner per the guidelines of the National Register of Historic Places program and Iowa SHPO. Ultimately, the nominations must have individual merit as judged by the SHPO and National Park Service to be approved for listing on the National Register of Historic Places. If the nominations are deemed not to have sufficient merit to be listed on the National Register of Historic Places, the properties will not be listed. This contract is for the development of the nominations only; it cannot guarantee that the properties will be listed.

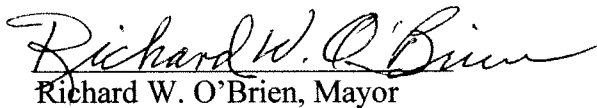
10. In performing the functions set forth in this agreement, it is understood and agreed that the CONTRACTOR is an independent CONTRACTOR and that all work performed hereunder shall be conducted in a professional and satisfactory manner. Furthermore, the CONTRACTOR shall hold harmless the COMMISSION for any injury or damage caused by negligent or improper acts or omissions of the CONTRACTOR on employees or agents and the CONTRACTOR agrees to indemnify the COMMISSION for any such injury or damages.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 14th DAY OF February, 2007.

Signed by CONTRACTOR:


Rebecca Lawin McCarley

Signed by MAYOR, CITY OF MUSCATINE:


Richard W. O'Brien, Mayor