CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("**Agreement**") entered into this 19 day of NOVEMBER, 2012, by and between the CITY OF COLUMBUS REDEVELOPMENT COMMISSION (**"CRC"**) and JAYNE FARBER, as the Lead Project Consultant for the Arts District, (**"Consultant"**).

RECITALS

WHEREAS, the CRC has an ongoing project to establish an Arts District (Project) in downtown Columbus, Indiana.

WHEREAS, the CRC desires to engage the services of Consultant to provide advice and Guidance to the Commission.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual undertakings set forth below, the parties hereby agree as follows:

TERMS AND CONDITIONS

A. SERVICES.

The parties do hereby agree that Consultant will provide the following services to the CRC as part of the Consultant's work with the CRC:

Assist in the ongoing development of a strategic plan for the Project, engage in Project feasibility studies, assist in development of a management programs/process for the Project and assist in the management of the build-out of the Project. See Exhibit A for more comprehensive list of duties.

Consultant shall perform the Consulting Services in a good, workmanlike, diligent and efficient manner, in accordance with good consulting standards for comparable projects, and in compliance in all material respects with all laws, regulations and restrictions applicable to the Project, the property and operation thereof.

The CRC may, from time to time, expand or contract the scope of this work and will do so in writing.

The Consultant shall be responsible to engage in meetings, attend CRC monthly and special meetings, and to interact with such person, persons or entities as may be necessary to fulfill the terms of this agreement and the scope of work of said Project.

B. CRC OBLIGATIONS.

CRC shall cooperate with Consultant in the performance of the Consulting Services, and shall assist and work together with Consultant in good faith in order to facilitate timely and cost-efficient services for the Project.

CRC shall act hereunder by and through a designated representative and Consultant shall be entitled to deal with CRC's Representative.

C. COMPENSATION.

As compensation for performance of Consulting Services, CRC shall pay Consultant a consulting fee equal to $ 27.50 per hour (**"Consulting Fee"**). Fees under this contract are not to exceed $ 57,200 in any calendar year. Consultant shall submit a statement detailing the services she provided during the prior month which shall be itemized in 1/10 of an hour increments.

CRC shall reimburse Consultant for reasonable expenses incurred in the performance of Consultant's duties and obligations. Consultant is directed to inform the CRC or its designated representative of possible expenses before same are incurred so that the CRC may determine, in advance, whether to authorize the incursion of same.

The Consultant shall be an independent contractor to the CRC. It is specifically agreed that Consultant shall be responsible for any and all federal, state and local taxes and is not an employee of the CRC or the City. Furthermore, the compensation paid herein shall not constitute a salary to the Consultant. Consultant shall not be eligible for workman's compensation benefits, pension benefits or any other benefits extended to any person who is employed by the CRC or the City of Columbus.

D. INDEMNIFICATION.

Consultant shall indemnify and hold harmless the CRC from any and all acts, causes of action, intentional or negligent, damages that arise because of Consultant's work personally or through its employees, agents or assigns and where said claims, causes of action or damages arise or are caused because Consultant exceeded the scope of services as set forth herein. Said indemnity shall include but not be limited to actual damages, money damages, property damages, medical bills, attorneys fees, costs of litigation, costs of collection and other such expenses associated with Consultant's actions whether litigation is commenced.

Similarly, CRC shall indemnify, defend and hold Consultant harmless from any and all claims, causes of actions or damages that arise because of CRC's work through its employees, agents or assigns and where said claims, causes of action or damages arise or are caused because CRC exceeded its scope of services as set forth herein. Said indemnity, defense and hold harmless terms shall include but not be limited to actual

damages, money damages, property damages, medical bills, attorneys fees, costs of litigation, costs of collection and other such expenses associated with CRC's actions whether litigation is commenced.

E. TERM.

The term hereof shall extend from the date hereof until December 31, 2013. The parties may agree to extend the term of this agreement but agree to do so in writing.

Notwithstanding the previous paragraph, either party may terminate this agreement upon providing thirty (30) days written notice to the other of intent to terminate this agreement.

F. SEVERABILITY.

In the event any term, condition or paragraph herein shall be deemed invalid or unenforceable by a court of law the remaining provisions shall continue in full force and effect just as though the invalid provision was not included in this agreement. In the event said invalid or unenforceable provision shall render this agreement meaningless or impractical then the entire agreement shall be deemed null and void and said agreement shall terminate.

G. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the parties with respect to the subject matter hereof; all representations, promises, and prior or contemporaneous understandings, between the parties with respect to the subject matter hereof are merged hereunto and expressed herein; and any and all prior understandings between the parties with respect to the subject matter hereof are hereby canceled. This Agreement shall not be amended, modified or supplemented without the parties' written agreement at the time of such amendment, modification or supplement.

H. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. Jurisdiction for any litigation resulting from this Agreement shall be in any Court in Bartholomew County Indiana.

I. ADDITIONAL PROVISIONS.

PUBLIC CONTRACT FOR SERVICES; BUSINESS ENTITIES; UNATHORIZED ALIENS; E-VERIFY: The undersigned does hereby certify and affirm that the person and/or business entity contracting herein is not an unauthorized alien and does not, and will not, employ, contract with , or retain a person or persons who are unauthorized aliens as set forth in 8 U.S.C. §1324 a (h) (3). Furthermore the undersigned is in compliance with the E-Verify Program and Ind. Code § 22-5-1.7-1 *et seq*. at the time

the agreement is entered into and will take the necessary steps to maintain compliance throughout the term of this agreement. The undersigned shall also require any subcontractor it uses to file a current certification with the undersigned verifying that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program. The undersigned understands that failure to comply with Ind. Code § 22-5-1.7-1 *et seq*. will result in termination of this agreement.

DISQUALITIFICATION OF CONTRACTS DEALING WITH THE GOVERNMENT OF IRAN: The undersigned does hereby certify that the person and/or business entity contracting herein has never and currently does not contract with the government of Iran for such business and services as defined in Ind. Code § 5-22-16.5-1 *et seq*. Furthermore, the undersigned will take the necessary steps to maintain compliance with this statutory provision throughout the term of this agreement. Failure to comply with this statutory section may result in termination of this agreement.

I. NOTICES.

All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) on the day after delivery to a nationally recognized overnight courier service, (b) on the third (3rd) day after deposit with the United States Postal Service, if sent by certified or registered mail, return receipt requested, postage prepaid, or (c) on the day of transmission, if sent via facsimile transmission to the facsimile number given below for a party, provided that telephonic confirmation of receipt is obtained promptly after completion of transmission; and addressed as follows:

To CRC:

City of Columbus Redevelopment Commission
Attention: President
123 Washington Street
Columbus, IN 47201
(812)-376-2501

To Lead Project Consultant
for Arts District:

Jayne Farber
650 Shoreline Drive
Columbus, IN 47201
Phone: (812) 342-4099

Or other such address as shall be furnished, in writing, by either party to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lead Project Consultant
For Arts District:

By: _____
Jayne Farber

City of Columbus Redevelopment
Commission

By: _____
Kristen Brown

EXHIBIT A

Consultant reports to Director of Redevelopment and is responsible for coordinating the Redevelopment Commission's implementation efforts of the arts district's strategic plan as it evolves and for constituency building with all major stakeholders and the general public. Consultant's duties include but are not limited to the following:

Consultant coordinates the engagement and direction of professional consultants to perform various evaluation studies, for example:

- Facility needs assessment – evaluation of the potential organizations that will use the facilities in the district. Space requirements, current facility capacities and future needs are evaluated;
- Demographic analysis – evaluation of the markets for the products, potential audiences and their socio-economic characteristics, including the propensity to participate in the various venues;
- Functional feasibility – review of current capacity of the facilities in a proposed district to meet the demand from both the audience as well as various user groups. Include evaluation of the organizational capacity of the existing venues and organizations to manage the increased activity of the district;
- Physical plan evaluation – evaluation of the boundaries of the district and the general urban plan for the district including transportation, parking, streetscape, supporting land uses and other planning considerations;
- Financial feasibility – estimates of capital costs and operating costs of projects, identification of potential funding sources and organizational structure and operating pro formas over a period of years.
- Economic impact analysis, including direct expenditures by arts organizations on wages, purchase of goods and other spending and expenditures by visitors purchasing tickets and other goods and services.

Consultant assists the Director of Redevelopment with the implementation of public capital projects (improvements and new construction), including the engagement of qualified professional consultants to assist with site selection, preliminary design, funding, detailed design and construction drawings and construction.

Consultant assists the Director of Redevelopment with the implementation of private capital projects, including site selection, development incentives, developer identification and recruiting.

Consultant assists the Director of Redevelopment with constituency building, including but not limited to:

- Establishes and maintains effective working relationships with the arts district coalition members, the coalitions' working teams, downtown stakeholders and the general public; and
- Communicates redevelopment plans and their progress to the public, the development community, the Redevelopment Commission and the City Council.