

CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("Agreement") entered into this ___ day of _____, 2013, by and between the CITY OF COLUMBUS REDEVELOPMENT COMMISSION ("CRC") and RICHARD MCCOY, as the Preservation Project Consultant for the Arts District, ("Consultant").

RECITALS

WHEREAS, the CRC has established an Arts District in downtown Columbus, Indiana;

WHEREAS, a goal of the Arts District as set forth in its Strategic Plan is to develop and preserve facilities with a specific project to explore, consider, and encourage preservation of significant local buildings to sustain our architectural heritage; and

WHEREAS, the CRC desires to engage the services of Consultant to provide advice and guidance and to develop a plan, process and alternatives for the Commission as it relates to preservation of significant local buildings to sustain our architectural heritage (the "Project").

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 as specifically set forth and incorporated herein as Exhibit "A".

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 as necessary, 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 \$30.00 per hour ("Consulting Fee"). Fees under this contract are not to exceed \$62,400 in any calendar year. Consultant shall submit a statement detailing the services he 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, the City of Columbus or any other entity of the City of Columbus. 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 set forth above for a period of one year. The parties may agree to extend the term of this agreement but may only 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; UNAUTHORIZED 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.

DISQUALIFICATION 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 Consultant
for Arts District: Richard McCoy

Phone: ()

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.

Consultant
For Arts District:

City of Columbus Redevelopment
Commission

By: _____
Richard McCoy

By: _____
Sarah Canon, President

Exhibit “A”

McCoy + Associates Proposal for Columbus

Need for Project

Through the recent strategic planning process for the *Columbus Arts District*, the community has recognized a need to have both *Facilities Development and Preservation* in the District. This need is addressed in nine projects, including the *Preservation of Historic and Architecturally Significant Buildings*. It is stated that there is a need to:

Explore, consider and encourage preservation of significant local buildings to sustain our architectural heritage.

Identify and Increase the Knowledge of Assets

I propose to begin the development of a preservation plan that will promote the voluntary preservation, enhancement and sustainable use of the district’s historic and architecturally significant buildings and their associated design elements, including landscapes and public art.

The first step in any preservation project is to identify and describe what currently exists that merits preservation consideration. To accomplish this I will solicit stakeholder input and public participation to identify, assess, and catalogue the significant elements of the built environment within the Columbus Arts District, including the historic and architecturally significant structures, public artworks, cultural landscapes, and design elements.

Assess Conditions of Assets

I will work collaboratively and strategically to consider the preservation needs of the architectural heritage within the Columbus Arts District by engaging with key shareholders and property owners and completing condition assessments. This will result in a prioritized list of preservation needs.

Encourage Voluntary Preservation of Assets

To address the challenges of preservation, a voluntary process and a program must be developed that can be sustained over the long term. The preservation plan for Columbus should be created in a way that will strategically engage shareholders in the city of Columbus, the state of Indiana, and the international preservation and conservation communities.

The act of this effort will serve to demonstrate that Columbus is caring for its heritage, and promoting it to widening circles.

Details of Project

- Identify, assess, and catalogue the historic and architecturally significant assets within the Columbus Arts District of Columbus in an effort to create a sustainable and excellent voluntary program to preserve, promote, and advocate for the architectural heritage of Columbus.
- Engage and interview shareholders, property owners and public to identify current and future preservation concerns. Use these interviews to shape the program.
- Prepare an inventory of cultural assets located within the Columbus Arts District. Assets will include historic and architecturally significant structures, public artworks, cultural landscapes, and design elements.
- Lead public participation in the identification of cultural assets and their defining values.
- Produce a database that can be systematically updated.
 - Database will contain a record for each cultural asset that will include a
 - historical description
 - condition assessment
 - Produce digital photo documentation of cultural assets
- Identify and prioritize maintenance and conditions issues for cultural assets.
- Identify best practices guidelines, programs, resources and possible incentives for voluntary preservation and lead public discussion.
- Identify funding opportunities and tax incentives applicable to multiple preservation projects.
- Educate and advocate about the importance of preserving the architectural heritage of Columbus through venues such as web projects, Wikipedia, lectures in Columbus and other public programs.
- Attend and participate in relevant city meetings, discussions, and projects.
- In collaboration with the I.U. Center for Art & Design, convene an international conference to consider strategic approach to caring for the architectural heritage of Columbus, engaging international experts in preservation of modern and contemporary architecture, design and art (including landscape).

Submitted to the Columbus Redevelopment Commission by Richard McCoy, May 2013