

COLUMBUS REDEVELOPMENT COMMISSION  
CONTRACT FOR PROFESSIONAL ATTORNEY SERVICES

This Agreement made and entered into this 25th date of January 2016 by and between the Columbus Redevelopment Commission of the City of Columbus Indiana (hereinafter "CRC") by and through its authorized duty to contract for services and Stanley A. Gamso (hereinafter "Attorney") for the purpose of Stanley A. Gamso serving as Attorney for the CRC.

WITNESSETH:

Term and Scope: CRC retains and employs Attorney to represent, counsel, and provide all legal services there shall be assigned to the Attorney by CRC, for a period starting January 1, 2016 through and including December 31, 2016.

Legal services shall include, but not be limited to, consultation regarding CRC matters, attendance at meetings, communication with CRC members, review of the law and the changes thereto, contracts, documents and any and all other matters or actions as requested or assigned by the CRC.

Compensation: Attorney shall receive from the CRC, compensation for legal services rendered for and on behalf of the CRC, and/or any and all agents and assigns of the CRC, in the amount of Thirty-Six Thousand Dollars (\$36,000) annually payable in Twelve (12) equal monthly installments in the amount of Three Thousand Dollars (\$3,000).

In the event it appears that the time and cost of the Attorney, associated with representation of the CRC, shall exceed the reasonableness of the compensation set forth above, the parties are free to negotiate such additional legal services.

Litigation: It is agreed by both parties that this contract provides for the services of Attorney as described above, and does not include the services Attorney renders to the CRC as either local or primary counsel, in all pending litigation, appellate work, regulatory matters, and or future litigation/appellate work/regulatory matters filed during the year 2016, as assigned or approved by the CRC. For such work Attorney shall be compensated at an hourly rate in the amount of \$250 per hour.

Bond projects: In the event CRC desire to have Attorney perform services on any bond projects wherein Attorney will act as either local or primary counsel, such work shall be billed by Attorney to CRC at a rate of \$250 per hour and/or other reasonable and customary rates or fees for such bond projects.

Taxes: All such payments for legal services will be made to the Attorney who shall be responsible for payment of all federal income taxes, Social Security taxes and state income taxes.

Expenses: Attorney, pursuant to this contract, shall be reimbursed for any and all reasonable office expenditures, including, but not limited to, postage, copying, long-distance telephone charges, filing fees, deposition costs, expenses of litigation, legal text and any and all other costs which can be documented and are incidental to the operation of the services as approved by the CRC. Any and all legal publications and texts which shall be charged to the CRC and become property of the CRC.

Continuing Education: In the event the Attorney for the City of Columbus should have sufficient funds within his budget to cover the cost of a municipal Continuing Education Program then Attorney may avail himself of said Program with the cost paid by the Columbus City Attorney. There shall be a limit of one (1) Continuing Education Program per year for Attorney unless otherwise directed by the Columbus City Attorney.

Independent Contractor: Attorney agrees to waive any and all employment benefits such as insurance and pension plan payments. Attorney is in no way to be considered an employee of the CRC for the City of Columbus, nor shall the affirmation compensation he considered as salary to Attorney. The Attorney, and any other individuals hired or contracted with to meet the necessities of the CRC, shall be considered independent contractors, contracting with the CRC.

Attorney, with the prior approval of the CRC, shall be allowed to hire such individuals, or acquire such services, to fulfill the goals and meet the necessities of the CRC. Attorney shall be responsible for overseeing the cost, determining a reasonable cost, and directing the activity of all such individuals, agents, firms, partnerships, and/or corporations employed for and on behalf of the CRC, the Director of Redevelopment or designee of either party.

Disqualification Of Contrary Dealing With The Government Of Iran: Attorney does hereby certify that it has never and currently does not contract with the government of Iran for such business and services as defined in Indiana Code § 5-22-16.5-1 et. seq. Furthermore, Attorney will take the necessary steps to maintain compliance with the statutory provision throughout the term of this agreement. Failure to comply with the statutory section may result in termination of this agreement.

Employment eligibility verification pursuant to Indiana Code § 22-5-1.7-1 et. seq.: The undersigned hereby affirms under penalties of perjury that they do not knowingly employ or contract with an unauthorized alien.

Furthermore, Attorney shall enroll in and verify (or has enrolled in and verifies) the work eligibility status of all its newly hired employees

through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Attorney is not required to participate should the year E-Verify program ceased to exist. Additionally, Attorney is not required to participate if Attorney is self-employed and does not employ any employees.

Attorney shall not knowingly employ or contract with an unauthorized alien. Attorney shall not retain an employee or contract with a person that Attorney subsequently learns is an unauthorized alien.

Attorney shall require its subcontractors, who performed work under this contract, to certify to Attorney that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Attorney agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

CRC may terminate this agreement for breach of contract/default if Attorney fails to cure a breach of this provision no later than thirty (30) days after being notified, in writing, of such breach.

Termination: this contract may be terminated by either party giving thirty (30) days written notice of intent to terminate to the other party.

Entered into on this 25th day of January 2016.

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Stanley A. Gamso, Attorney

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City of Columbus, Redevelopment  
Commission.