

## **CONSULTING AGREEMENT**

This CONSULTING AGREEMENT ("**Agreement**") entered into this \_\_\_\_ day of November, 2016 by and between the CITY OF COLUMBUS REDEVELOPMENT COMMISSION ("**CRC**") and JAYNE FARBER, as the Columbus Redevelopment Commission Independent Consultant, ("**Consultant**").

### **RECITALS**

WHEREAS, the CRC has a need for the assistance of a consultant to assist the Redevelopment Director to include but not limited to, organizing meetings, projects, activities, participating in and leading or directing various project studies, gathering information and generally providing assistance and consulting services to the Director.

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 services to the CRC and its Director as set forth in 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, in addition to the services listed in Exhibit A may also 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 needs of the CRC.

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.

C. COMPENSATION.

As compensation for performance of Consulting Services, CRC shall pay Consultant a consulting fee equal to \$ 35.00 per hour (“**Consulting Fee**”). The fee in this contract shall NOT EXCEED Thirty Six Thousand Dollars per year (\$ 36,000) 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. The Consultant shall provide service that averages out to twenty (20) hours per week.

CRC shall reimburse Consultant for reasonable expenses and mileage incurred in the performance of Consultant’s duties and obligations ONLY if said expenses and mileage were first previously authorized to be incurred by the Redevelopment Director. Authorized expenses will be reimbursed at the actual cost, no interest, carrying fee or other additions are reimbursable. Authorized mileage will be paid at the then applicable city rate.

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 shall be for one (1) year commencing from the Date this Agreement is executed by the parties.

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 of general jurisdiction 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.

J. 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 (3<sup>rd</sup>) 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: Redevelopment Director  
123 Washington Street  
Columbus, IN 47201

To Consultant: Jayne Farber  
650 Shoreline Drive  
Columbus, IN 47201

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

City of Columbus Redevelopment  
Commission

By: \_\_\_\_\_  
Jayne Farber

By: \_\_\_\_\_  
Sarah Cannon

## EXHIBIT A

The Consultant will be primarily responsible for (1) coordinating current redevelopment projects and (2) representing the Department in the absence of the Redevelopment Director at assigned meetings or with assigned projects. The Consultant will coordinate activities by organizing the monthly Redevelopment Commission agendas and by reviewing all reports and public notice materials which will require time spent in the Redevelopment office, to coordinate and organize these projects, reports and paperwork. The Consultant will process, review and document redevelopment projects such as brownfield remediation, project studies and potential project research. The Consultant may be required to lead or participate on special project teams, to conduct studies of future Redevelopment/City related projects, and to serve as the Department liaison to one or more Redevelopment-related interest groups. Finally, the Consultant shall represent the Redevelopment Director as needed, shall provide consulting services in the professional development and organization of the Department, and shall serve as a community advocate for awareness of Redevelopment issues.

### **Typical Assignments:**

1. Coordinates and communicates economic development through “current redevelopment” activities with Redevelopment Director and Redevelopment Commission (special projects, community studies, etc.). With a focus on downtown development and the Walesboro/Woodside area.
2. Oversight, coordination, creation and preparation of necessary public notices.
3. Discussion and communication of redevelopment activities with the public, developers, interest groups, and others.
4. Oversight, preparation, creation and presentation of reports and recommendations of study findings to various boards and Commissions.
5. Serves as the back-up contact and coordinator for redevelopment activities.
6. Routinely reviews the redevelopment activity while looking for recruitment opportunities for the City.
7. Assists the Director in updating the master schedule for Redevelopment activities.
8. Assists in developing strategies that leverage public investment and private development activities.
9. Coordinates and organizes the dissemination of information about community businesses, events, and activities that support redevelopment.
10. Identification of, and participation in periodic training and educational events designed to advance local understanding of redevelopment issues.
11. Participation on special project teams and completion of special projects as assigned by the Redevelopment Director.
12. Creation and preparation of reports, studies and other information regarding redevelopment issues and topics as assigned by the Redevelopment Director.
13. Works effectively with other government departments and agencies both in the city, county, and at a State and Federal level; works effectively with a volunteer Board, and works effectively with community members.
14. Effectively and efficiently provides administrative support as needed to the Director and Department, including maintenance of records, meeting legal deadlines, and properly administering and documenting multi-step, complicated projects.