

CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("**Agreement**") entered into this ____ day of July, 2014, by and between the CITY OF COLUMBUS REDEVELOPMENT COMMISSION ("**CRC**") and Danielle McClelland, as the Crump Theatre Project Business Planning Consultant ("**Consultant**") for the Arts District.

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 a realistic business plan for a renovated Crump Theater which will function as community resource, economic generator, and a place of ongoing civic engagement for Bartholomew County and the surrounding area.

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:

- Research and investigate similar venues to determine best practices in structure, operations and programming
 - Venues in parallel communities identified by Jones & Phillips report
 - Venues in nearby communities of Edinburgh, Franklin, North Vernon, Nashville, and Bloomington
- Research and investigation of potential renters of the Crump
 - Columbus Philharmonic
 - Columbus Symphony
 - Columbus City Band
 - Mill Race Players
 - Columbus Bluegrass Jubilee
 - Columbus Area Arts Council
 - Americana Music Series
 - Churches without facility
 - Large business meetings
 - Dance studio recitals
 - IUCAD speakers
 - Etc.
- Research of projected impact on Columbus from a thriving Crump Theatre
 - Economic
 - Tourism
 - Civic engagement
 - Quality of life
- Develop a business plan for the Crump to include:
 - Narrative "Case for the Crump" describing results of research
 - Recommendation for ownership and maintenance of the building

- Recommendation for a non-profit entity to manage the building
- Structure of relationship between ownership and management
- Structure of non-profit entity
- Organizational chart and job descriptions for needed personnel
- Strategic plan for initial launch and first five years
- Budgets for all five years

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.

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 **\$18,000.** An initial payment of **\$4,000** is due at the time of contracting, with the remainder due no later than **September 5, 2014.**

CRC shall reimburse Consultant for Mileage reimbursement at the rate determined by the IRS.

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 of Columbus, Indiana. 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, Indiana.

D. DELIVERABLES.

The following Deliverables are to be provided:

- A Case for the Crump – Narrative explanation of the way in which a restored and active Crump Theater will be an economic generator, tourism draw, and a source of civic engagement for the entire community; yet exploring the challenges and limitations of such a venture
- Business Plan – Crump Theatre Grand Opening + 5 years
 - Narrative “Case for the Crump” describing results of research
 - Recommendation for ownership and maintenance of the building
 - Recommendation for a non-profit entity to manage the building
 - Structure of relationship between ownership and management
 - Structure of non-profit entity
 - Organizational chart and job descriptions for needed personnel

- Strategic plan for initial launch and first five years
- Projected Budgets Year 1 - 5
 - Endowment as part of capital campaign
 - Initial stage/office/ticketing equipment
 - Grand Opening celebrations
 - Annual Operations Revenue
 - Rental and revenue
 - Private/business rental
 - Presenter rental
 - Ticket revenue
 - Concessions
 - Public/Private support
 - Sponsorship
 - Donation
 - Grant
 - Foundation
 - Endowment revenue
 - Annual Operations Expense
 - Personnel
 - Utilities
 - Maintenance
 - Supplies
 - Programming Expenses
 - Depreciation

E. INDEMNIFICATION.

Consultant shall indemnify and hold harmless the CRC and the City of Columbus, Indiana 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 and the City of Columbus, Indiana 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.

F. TERM.

The term hereof shall extend from the date hereof until **September 5, 2014.** A draft of these documents will be made available to the CRC or its designee by **August 22, 2014** for feedback and clarification. A final version will be submitted on **September 5, 2014.**

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.

G. 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.

H. 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.

I. 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 a court of general jurisdiction in Bartholomew County Indiana.

J. 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.

K. 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: Danielle McClelland
1209 S Washington St
Bloomington, IN 47401
(812) 272-5810

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 Crump Business Plan: City of Columbus Redevelopment
Commission

By: _____
Danielle McClelland

By: _____
Kristen Brown, President