

SARA A. PETERSON, JD – MANAGEMENT CONSULTANT

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Cc: Alice Hedden & Becky Brannon, Hancock County Arts
Ellen Kukor, City of Greenfield, Parks & Recreation
Sara Joyner, Greenfield Main Street

Consulting Proposal

I am pleased to present you with my proposal for working with the City of Greenfield, Hancock County Arts, and Greenfield Main Street in 2024.

Introduction

The project described in this proposal is a continuation of past efforts. Efforts that have been successful but with goals that need additional work and guidance.

As described in 2015:

The City of Greenfield, Indiana (population in 2013 of 21,249), the county seat of Hancock County, has a rich heritage of art and culture evidenced in its downtown. The birthplace of James Whitcomb Riley in 1849, the community boasts the James Whitcomb Riley Home and Museum and the annual Riley Festival. The National Road traverses the heart of downtown and Interstate 70 is situated just north of the community. Located to the east of Indianapolis and Marion County, Hancock County and Greenfield have benefited from business and residents seeking proximity to the state capitol's assets and transportation systems without its cost and density.

In July 2013 the community created a long-term vision for its downtown's... The City had also created a comprehensive plan, 2006 Greenfield, Indiana Comprehensive Plan, defining itself as A Traditional American City, placing high value on people and places for them to gather, shop, live, and play.

The challenge persisted: How to ensure that principles of placemaking were integrated into the prioritization of and implementation of the goals of the city's 2013 Greenfield, Indiana Revitalization Plan and how to engage the community in that effort to enhance and ensure quality of place and quality of life in Greenfield?

With two plans to guide them, figuring out what comes first and how to implement it in a sustainable manner to set the foundation and continually enhance the downtown heart of the community became key to successful implementation. City officials and Greenfield Main Street desired to reach out to the entire community to engage them in this process. The Greenfield Coalition, a collaborative body comprised of volunteers from the public, private, and non-profit sectors in the entire community, not just the downtown area, became the vehicle by which the goals and the strategies of the 2013 Greenfield, Indiana Revitalization Plan would be prioritized and implemented, and owned by the entire community. Greenfield Main Street remains as the entity with the capacity to oversee and ensure these strategies are sustained in the long term.

Partnering with the City of Greenfield and Greenfield Main Street Inc., Ball State University's Building Better Communities (BBC) facilitated a series of sessions that would 1) develop a Mission Statement for Greenfield Main

effective strategy, governance and management
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Street and the Greenfield Coalition, and 2) address the implementation of the 2013 Greenfield, Indiana Revitalization Plan.

Since then, a great deal has happened such as:

- The Health and Heritage Region (Greenfield, Fortville and Hancock County) became a Stellar Community.
- The Riley Literary and Pennsy Trails advanced with plans, funding, and public art projects.
- Depot Street Park developed and activated with successful programs and local business.
- Monumental scale murals celebrating the City's history now grace downtown buildings.

There is energy in the community and in connection with arts and culture. Prime evidence of this can be found Greenfield Main Street's 2024-28 strategic focus to celebrate the rich abundance and history of the arts in a way that brings people to Greenfield and creates positive economic impact for downtown merchants.

At the same time COVID changed the pace and structure of things: the Coalition has dissipated, some of the individual players have changed, and organizations are in a different place (e.g., Hancock County Arts is planning for its future). If Greenfield is going to develop a comprehensive (or at least coordinated) approach to public arts and culture, it will need facilitative assistance. As a result, key players have requested this proposal.

Work Plan

Timing and details of the work will evolve and adapt along the way but include the following elements.

1. **Preparation & Desk Review** (*Upon Contract*)

Upon contract, I will meet with leadership to confirm goals for the engagement, the timeline for activities and deliverables, and agree upon the approach for communication. As part of or following the initial meeting, I will request and review relevant information to prepare for planning. I will follow up with leadership to discuss those materials and any questions that emerge in order to prepare for step 2.

2. **Kickoff / Coalescing Community Event** (*TBD February or March*)

I will use the results of above to design a full-day kickoff event. The purpose of the event will be to:

- Bring key players back together (see prep below),
- Ensure all have the same base of information and history, reminding them of what they know,
- Envision the future and brainstorm paths to get there, and
- Identify next steps, in particular a core working group to take their inputs forward.

Event success will require a fair amount of preparation beyond meeting design, including preliminary:

- Stakeholder analysis and up to 10 conversations with key individuals to test the design and gather input
- Outreach to former Greenfield Coalition members and other stakeholders identified
- Information gathering related to up to 3 peer communities - cases for inspiration
- Compilation of key historic, contextual, and cultural asset data (e.g., organizations, businesses, works)
- Synthesis of information into a concise presentation
- Revise design to above inputs

Following the above event, I will summarize the event and recommend next steps to project leadership. Together we will decide how to proceed with public communication, work group invitations, and meeting scheduling.

3. **Facilitated Planning** (*April - September*)

Subject to the above, this step will include the following:

- Convene working group to take the above forward (ideally 10-12 individuals but this is flexible)
- Meet 3-5 times for a total of approximately 16 hours of work - frequency and pace will depend on the group
- Development of 1) arts and culture vision, 2) goals and strategies for implementation, 3) roles and responsibilities re those goals with particular emphasis on public art, 4) perhaps discussion of community art facilities depending on Hancock County Arts' planning outcomes.

- Synthesis of the work

I will make myself available for other meetings and stakeholders during this period (e.g., organizational board meetings, City leadership check-ins, the City's comprehensive plan consultants) as appropriate.

4. **Mid-Plan Community Event** (*September - November*)

Once the working group has the skeleton of a plan in step 3, we will invite participants from the Kickoff Event back to discuss and offer feedback on the work done. Again, event success will require additional preparation:

- Advance outreach to key stakeholders identified to test the plan and gather feedback
- Synthesis of information into a concise presentation
- Revise design to above inputs

5. **Deliverable & Subsequent Steps** (*TBD*)

Following the above event, I will summarize the event and create the plan document in collaboration with project leadership. Together we will decide how to proceed with public communication and whether or not subsequent work is appropriate (e.g., detailed public art guidelines or other work plans).

It should be clear by mid-summer, whether or not subsequent work is appropriate (e.g., detailed public art guidelines or other work plans). We will discuss amending this agreement to include such elements at that time.

6. **Project Management** (*Ongoing*)

- *Communication* - I will be available as needed and practicable to ensure a mutually successful engagement.
- *Meeting Logistics* - The client will be responsible for arranging meeting logistics (invitations, space, etc.).
- *Deliverables* - These will consist of agendas, prep materials, and brief recaps.
- *Caveats* - See Terms of Engagement / Scope & Fees as attached to this letter for additional limitations

Proposed Fee

Based on the work plan outlined above, I request a fee of **\$18,900 exclusive of direct costs** (e.g., mileage, overnight travel). The flat fee assumes up to 140 hours of consultant time, and that key staff, board members and stakeholders will be available as needed during this time frame. I will hold time according to this proposal until **January 19, 2024**. Agreements reached after this date may affect timeline and/or proposed fee. If this estimate is for any reason a barrier to acceptance, I would appreciate the opportunity to discuss flexibility or discount options within my proposal.

Experience


Both my website (www.sarapetersonconsulting.com) and my LinkedIn page (www.linkedin.com/in/saraannpeterson) include a great deal of information about me and my work. I encourage you to look at both as you assess my proposal. My practice is varied, but it is **always dedicated to helping my clients do their jobs better**.

I appreciate the opportunity to assist your organization and believe that this letter summarizes our discussions. If you have any questions, please contact me.

Sincerely,



Sara A. Peterson, Management Consultant



Terms of Engagement

Scope & Fees: This project is limited to the scope of work (with slight modifications as may become necessary) outlined in this letter of engagement. Further consultation, written reports, or analysis beyond the scope or time frame of this project will be considered a separate contract as agreed upon by both parties. The project and its related products are intended solely for use by client management. Any use outside of this specific purpose requires written permission from Sara A. Peterson d.b.a. Sara Peterson Consulting. Nothing included in this proposal or the work that follows can or will create an attorney/client relationship. We advise clients on all aspects of management, which may sometimes overlap with legal questions. While Ms. Peterson has a law degree, her practice does not include legal representation, give rise to an attorney-client relationship, or substitute for consulting with licensed counsel.

Ms. Peterson will be paid a fee of **\$18,900 plus a fee for actual direct costs incurred** (e.g., mileage, airfare, overnight expenses). Travel expenses will be invoiced as a fee rather than as a request for reimbursement. Receipts will not be provided. One-third of the minimum fee is due upon contract, one-third at project mid-point, and the balance to be paid within 30 days of project completion. In the event Ms. Peterson's services are terminated for whatever reason during the project, you agree to compensate her for services rendered and expenses due up to the point of termination at a rate of \$135 per hour up to the contract maximum.

Responsibilities & Disputes: Ms. Peterson's role is strictly limited to the tasks / projects described above, and she offers no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon her communications with or reports to you. Your organization will be solely responsible for making all management decisions and performing all management functions on behalf of your organization based on the content of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you. You are responsible for evaluating the adequacy of the results of the services performed, accepting responsibility for the results, establishing and maintaining internal controls, including monitoring ongoing activities. Your organization will be solely responsible to ensure that your practices/systems comply with applicable laws or regulations.

You agree that it is appropriate to limit the liability of **Sara A. Peterson**. You further agree that you will not hold us liable for any claim, cost or damage, whether based on warranty, tort, contract or other law, arising from or related to this agreement, the services provided under this agreement, our work product, or for any deliverables, plans, actions or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs or attorneys' fees. The exclusive remedy available to you in the event of a dispute shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement, but any recovery on any dispute, including any costs and attorneys' fees incurred in pursuing them, shall not exceed the fees actually paid under this agreement by you to **Sara A. Peterson**.

We both agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute that may arise between us, any suit or action to recover on a dispute must be commenced as provided below, or the party with a claim or prosecuting a dispute shall be forever barred from commencing a lawsuit and from obtaining legal or equitable relief or recovery of any kind whatsoever. An action to recover on a dispute shall be commenced within the shorter of the following limitation periods: within 12 months after the delivery of our final written deliverable under this engagement, or within 12 months after the termination of either this agreement or your ongoing relationship with **Sara A. Peterson** by either of us, and for any reason. These limitation periods apply and begin to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

Client Information & Confidentiality: You agree that you are solely responsible for the accuracy, completeness and reliability of all of your data and information that we receive for our engagement and that we have no such responsibilities for your data and information. We will hold the information supplied by you in confidence and will not disclose it to any other person or party, unless you authorize us to do so, it is published or released by you, or it becomes publicly known or available other than through disclosure by us. We will, however, include the "**City of Greenfield**," on our client list and a brief description of the engagement in future reference lists.

Agreement, Acceptance & Acknowledgement: We are performing this agreement as an independent contractor, and we are not your employee or agent. This agreement contains the entire agreement and understanding between us and any prior proposals, communications, agreements and negotiations between us are merged into and replaced by this agreement, which may not be modified except in a writing signed by both parties. In the event that any provision of this agreement shall be deemed invalid or unenforceable, then the remainder of this agreement shall remain in force and effect. In the event of any dispute, the laws of the State of Indiana shall govern this agreement, without giving effect to any choice of law principles. This agreement will remain in effect until either party terminates it on 30 days' written notice, with or without cause. In the event of termination, the Terms of Engagement shall survive and remain in effect. Any notices shall be sent to you at the address noted in this letter.

If you agree with the terms of this engagement as described in this letter, please sign and return no later than **January 19, 2024**. By doing so prior to that date, you are authorizing Ms. Peterson to commence service. Absent such returned and timely signature, this proposal expires, and our discussions do not constitute an agreement between us. On behalf of **the City of Greenfield**, I acknowledge that the terms of this agreement accurately state our understanding with **Sara Peterson Consulting**, and agree to be bound by them.

By: _____, **Joanie Fitzwater** Its: Planning Director Date: _____

SARA A. PETERSON, JD – MANAGEMENT CONSULTANT



Sara is a management consultant to nonprofits, government, foundations, and community groups. She provides practical governance and board development assistance; designs and implements a wide range of planning and facilitation processes; evaluates programs; and assesses organizations.

Since beginning practice in 1998, she has assisted hundreds of organizations – from small, all-volunteer start-ups to a multi-billion-dollar funder. Her portfolio has spanned the United States and included projects in Africa, Asia and the Caribbean.

From 2000 to 2010, Sara worked at LarsonAllen LLP.¹ During that period, she led organizational development, planning, program evaluation, and search engagements; made numerous presentations on governance, evaluation and organizational change; managed the firm's annual nonprofit conference; and

managed marketing efforts within the firm's nonprofit and government consulting group. She left the firm in 2010 to set up her own business – **guiding clients in strategy, governance, and management**. In the years since, then she has been honored to serve new and old clients in a busy solo practice.

Prior to her employment with LarsonAllen LLP, Sara developed expertise as a funder and an attorney, serving as program officer to the James Ford Bell Foundation in Minnesota and as a litigator for the Child Support Recovery Unit in Iowa. At the foundation, she managed a multi-organization collaboration, administered grant programs, and maintained information systems for the philanthropic consulting firm in which the foundation was housed.

Sara's education includes graduate study at the University of Minnesota Humphrey School of Public Affairs master's program with a concentration in nonprofit management. She obtained a *juris doctor* with high distinction from the University of Iowa College of Law and a Bachelor of Arts in French with a minor in music from the University of Iowa.

Sara currently serves on WFIU Public Radio's Community Advisory Board. She is also a partner member of the Association of Governmental Risk Pools (AGRiP) and a consultant member of BoardSource (Certificate in Nonprofit Board Consulting, 2018).

Her community service has included officer roles with the Monroe County Humane Association, the IAP2 USA Midwest Chapter, the Textile Center of Minnesota, and the Humphrey Institute Alumni Board; as well as work on the Nonprofit Alliance of Monroe County's training/outreach committee, the IAP2 USA board of directors, the Charities Review Council's marketing committee, and the League of Women Voters of Minneapolis' advisory board.

"Best experience I've ever had doing a strategic plan, which may not sound flattering as strategic plans tend to be dry, but you made it fun, efficient, exciting and the deliverables are second to none. Thanks for showing me what a GREAT facilitator can do!"

Executive Director

"Sara has injected knowledge of the nonprofit sector, creative marketing and communications ideas, enthusiasm and a healthy dose of practical common sense. She's bright, energetic and upbeat—an invigorating combination that, I can attest, makes those around her better."

Executive Director

"Sara is a brilliant nonprofit management consultant that can help organizations move to a much higher level of governance and management. I highly recommend her."

Executive Director

"Sara did a great job helping us get the Minnesota Channel up and running. She analyzed our successes and failures, so we could build on our early efforts. Sara's work was timely, insightful, and always a great value."

Chief Operations Officer

"I have appreciated her thoughtful approach to managing a diverse set of opinions in meetings, all the while working to promote meaningful conversations among the group. She is able to provide direction to a wide range of personalities in that setting, and she does so in a measured and unassuming way. She works to understand the subject matter at hand prior to the meetings, and provides insightful post-meeting feedback. I would wholeheartedly recommend Sara."

Vice President

¹ As of 1/2/2012 CliftonLarsonAllen LLP

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for nonprofits, foundations, government, & community groups

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Sara Ann Peterson	
	Business name/disregarded entity name, if different from above dba Sara Peterson Consulting	
	Check appropriate box for federal tax classification (required): <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 2637 S Isabel Court	Requester's name and address (optional)
City, state, and ZIP code Bloomington, IN 47403		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																															
<p>Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="3">-</td> <td colspan="3">-</td> <td colspan="3"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Employer identification number</th> </tr> <tr> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">3</td> <td style="width: 20px; height: 20px;">7</td> </tr> </table>	Social security number																		-			-						Employer identification number									4	5	-	1	8	2	6	1	3	7
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Part II Certification	
Under penalties of perjury, I certify that:	
<p>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and</p> <p>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and</p> <p>3. I am a U.S. citizen or other U.S. person (defined below).</p>	
<p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.</p>	

Sign Here	Signature of U.S. person ▶	Date ▶ 4/21/2011
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.