

AGENDA
REDEVELOPMENT COMMISSION

McCloskey Conference Room
September 19, 2016
5:00 p.m.

- I. ROLL CALL**
- II. READING OF THE MINUTES** – September 6, 2016
- III. EXAMINATION OF CLAIMS** –September 9, 2016 for \$36,833.56
- IV. EXAMINATION OF PAYROLL REGISTERS** –September 2, for \$28,393.21
- V. REPORT OF OFFICERS AND COMMITTEES**
 - A. Director’s Report
 - B. Legal Report
 - C. Treasurer’s Report
 - D. CTP Update Report
 - E. 17th Street Sidewalk Project Update
- VI. NEW BUSINESS**
 - A. Resolution 16-57: Approval of Consulting Agreement with BEDC
- VII. BUSINESS/GENERAL DISCUSSION**
 - A. Public Comment Procedures
- VIII. ADJOURNMENT**

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THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA MET on Tuesday, September 6, 2016 5:00 p.m. in the Showers City Hall, McCloskey Conference Room, 401 North Morton Street, with Don Griffin, Jr. presiding

I. ROLL CALL

Commissioners Present: Don Griffin, Katie Birge, and Sue Sgambelluri

Commissioners Absent: Jennie Vaughan, David Walter, and Kelly Smith

Staff Present: Doris Sims, Director, Housing and Neighborhood Development (HAND); Rosie Beaman, Assistant Director; Christina Finley, Housing Specialist, HAND; Dan Niederman, Program Manager; Bob Woolford, Program Manager

Other(s) Present: Jeff Underwood, City of Bloomington Controller; Linda Williamson, Director of Economic & Sustainable Development; Alex Crowley, Director of Economic & Sustainable Development; Thomas Cameron, Assistant City Attorney; Anahit Behjou, Assistant City Attorney; Matt Smethurst, Planning & Transportation, Program Manager; Megan Banta, Herald-Times; Dave Williams, Parks & Recreation, Operations & Development Director; Mary Krupinski, Kirkwood Design Studio; Lynn Coyne, BEDC

- II. READING OF THE MINUTES** – Katie Birge made a motion to approve the August 9, 2016 and August 15, 2016 minutes. Sue Sgambelluri seconded the motion. The board unanimously approved.
- III. EXAMINATION OF CLAIMS** – Sue Sgambelluri made a motion to approve the claims register for August 12, 2016 for \$43,382.04 and August 26, 2016 for \$183,097.48. Katie Birge seconded the motion. The board unanimously approved.
- IV. EXAMINATION OF PAYROLL REGISTERS** – Katie Birge made a motion to approve the payroll register for August 14, 2016 for \$28,556.04. Sue Sgambelluri seconded the motion. The board unanimously approved.
- V. REPORT OF OFFICERS AND COMMITTEES**
- A. Director's Report.** Doris Sims reported receiving the release of funds for the CDBG and HOME grants. The CDBG grant is \$748,529.00 and the HOME grant is \$493,492.00. Sims presented the General Fund budget to City Council on August 24, 2016 with final approval to be heard on September 28, 2016. The general fund budget is approximately \$1.4 million. Sims also reported the start of Citizens Academy on September 1, 2016. HAND will also be hosting a contractor's workshop on September 13, 2016 from 5:30 p.m. to 7:00 p.m. The homebuyer's class will take place on September 17, 2016 and September 24, 2016. A new HAND employee will begin on September 12, 2016 as part of the front line staff.
- B. Legal Report.** Thomas Cameron was available to answer questions.
- C. Treasurer's Report.** Jeff Underwood was available to answer questions.
- D. CTP Update Report.** Linda Williamson introduced the new Economic and Sustainable Development Director, Alex Crowley.

Mary Krupinski, Kirkwood Design and Lynn Coyne, BEDC presented the final Dimension Mill report. They gave a brief overview of the report, which they distributed to the commission.

VI. NEW BUSINESS

A. Resolution 16-38: Approval of Funding for Design Services of Phase 4 of the Cascades Park Trail. Dave Williams, Parks & Recreation, Operations and Development Director stated Cascades Park Trail Phase 4 will be a .53 mile paved sidepath along Kinser Pike, starting at the intersection of Clubhouse Drive and Kinser Pike, and continuing west and north on Kinser Pike to the entrance of the Northwood neighborhood. Williams stated the request is to approve \$68,700 with Eagle Ridge Engineering for design only. Eagle Ridge Engineering also designed the Master Plan for the Cascade Trail project over 5 years ago. They have also guided us through the previous 3 phases of this project.

Thomas Cameron reminded the board the funding will come from the Prow Road TIF.

Sue Sgambelluri made a motion to approve Resolution 16-38. Katie Birge seconded the motion. The board unanimously approved.

- B.** Resolution 16-41: Approval of Social Service Funding Agreement for Boys & Girls Club
- C.** Resolution 16-42: Approval of Social Service Funding Agreement for Community Kitchen
- D.** Resolution 16-43: Approval of Social Service Funding Agreement for Hoosier Hills Food Bank
- E.** Resolution 16-44: Approval of Social Service Funding Agreement for Mother Hubbard's Cupboard
- F.** Resolution 16-45: Approval of Social Service Funding Agreement for Middle Way House

Dan Niederman, Program Manager gave a brief overview of the social service agencies and their programs. Sue Sgambelluri made a motion to approve Resolution 16-41, 16-42, 16-43, 16-44, and 16-45. Katie Birge seconded the motion. The board unanimously approved.

- G.** Resolution 16-46: Approval of Physical Improvement Funding Agreement for Bloomington Housing Authority
- H.** Resolution 16-47: Approval of Physical Improvement Funding Agreement for LifeDesigns
- I.** Resolution 16-48: Approval of Physical Improvement Funding Agreement for New Hope
- J.** Resolution 16-49: Approval of Physical Improvement Funding Agreement for Boys & Girls Club
- K.** Resolution 16-50: Approval of Physical Improvement Funding Agreement for Middle Way House for Renovations at 318-338 S Washington Street
- L.** Resolution 16-51: Approval of Physical Improvement Funding Agreement for Parks & Recreation
- M.** Resolution 16-52: Approval of Physical Improvement Funding Agreement for Planning & Transportation

Bob Woolford gave a brief overview of the physical improvement funding agreements. Katie Birge made a motion to approve Resolution 16-46, 16-47, 16-48, 16-49, 16-50, 16-51, and 16-52. Sue Sgambelluri seconded the motion. The board unanimously approved.

- N. Resolution 16-53: Amend the Funding Approval in Redevelopment Commission Resolution 16-36 (West 2nd Street and Rolling Ridge Way Signal and Sidepath Improvements). Matt Smethurst stated this project will construct a sidepath on the north side of Bloomfield Road from Landmark Avenue to Basswood Drive. Additionally, a new access drive to the Twin Lakes Recreation Center will be constructed opposite Rolling Ridge Way. This intersection will receive a new traffic signal. Staff expects the construction to be substantially completed by mid-September, but in order to ensure the work is completed to the satisfaction of the City and that final claims have been processed, Staff believes that extending the expiration date to November 7, 2016 is in the best interests of the City, Redevelopment Commission, and the Project. Therefore, Resolution 16-53 is a request to extend the expiration date of the project to November 7, 2016.

Katie Birge made a motion to approve Resolution 16-53. Sue Sgambelluri seconded the motion. The board unanimously approved.

- O. Resolution 16-54: Approval of Funding for Phase I Environmental Assessments for Property along South Walnut Street for the Purpose of Possible Acquisition. Dave Williams stated the administration has interest in a possible acquisition of properties at 1730, 1800, 1820, 1820 ½, 1836, and 1840 South Walnut. Williams manages the Switchyard Park project. He stated there is a geographical alignment to the Switchyard Park, however, the properties are not going to be looked at as an addition to the Switchyard Park, just as a redevelopment opportunity. Staff believes that a Phase I Environmental Site Assessment of these six properties is an appropriate due diligence step at this time. Resolution 16-54 is requesting \$8,000 to contract with Fields Environmental for those Phase I Environmental Site Assessments.

Sue Sgambelluri made a motion to approve Resolution 16-54. Katie Birge seconded the motion. The board unanimously approved.

- P. Resolution 16-55: Approval of Project Review and Approval Form Regarding Dimension Mill Renovations. Thomas Cameron stated this Project Review and Approval Form outlines the project on Exhibit A and refers to completing the renovations of the Dimension Mill based extensively on the final report received from Kirkwood Design, which was discussed during the meeting. A copy of the report was distributed during the meeting. The Project Review and Approval Form outlines the timeline. The estimated cost of the project is \$3.4 million and to be broken down by project management, design, and construction with the expectation that the 2011 CTP Bond will be the majority of the funding source. All funding will be approved on a contract by contract basis, like all Redevelopment Commission funding.

Katie Birge ask what the RFP process will be like. Jeff Underwood stated with professional services there is more freedom to choose. We can direct contract with a group, use a RFI process that is directed at certain firms, or use a RFP process that is directed at certain firms. Underwood stated it will probably be a RFI process.

Katie Birge made a motion to approve Resolution 16-55. Sue Sgambelluri seconded the motion. The board unanimously approved.

VII. BUSINESS/GENERAL DISCUSSION

Doris Sims distributed a memo to the Redevelopments Commission from the Bloomington Historic Commission regarding The Trades District.

VIII. ADJOURNMENT

Don Griffin, President

Sue Sgambelluri, Secretary

Date

16-57
RESOLUTION
OF THE
REDEVELOPMENT COMMISSION
OF THE
CITY OF BLOOMINGTON, INDIANA

APPROVAL OF CONSULTING AGREEMENT WITH BLOOMINGTON ECONOMIC
DEVELOPMENT CORPORATION

- WHEREAS, the Redevelopment Commission of the City of Bloomington (“RDC”) issued its “Redevelopment District Tax Increment Revenue Bonds of 2011” (the “Bond”) to pay for the acquisition and redevelopment of 12 acres of land included within the City’s Certified Technology Park (“CTP”); and
- WHEREAS, on September 6, 2016, the City of Bloomington (“City”) brought the RDC a Project Review & Approval Form (“Form”) which sought the support of the RDC to develop the Dimension Mill for use as tech office space (“Project”); and
- WHEREAS, the RDC approved the Form in Resolution 16-55; and
- WHEREAS, Resolution 16-55 identified the Bond as one potential source of funds for the Project; and
- WHEREAS, Step 1 of the Project was identified as Project Management; and
- WHEREAS, it is desirable for Project Management to include assistance in selecting an architect to carry out Step 2 of the Project (“Services”); and
- WHEREAS, pursuant to the City’s procurement process, Staff has identified the Bloomington Economic Development Corporation (“BEDC”) as the best provider of the Services; and
- WHEREAS, Staff has negotiated an Agreement with the BEDC, which is attached to this Resolution as Exhibit A; and
- WHEREAS, pursuant to the terms of Exhibit A, the BEDC is willing to perform the Services for an amount not to exceed Seven Thousand Dollars (\$7,000.00); and
- WHEREAS, the RDC has available Bond Funds to pay for the Services; and

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT COMMISSION OF THE CITY OF BLOOMINGTON, INDIANA, THAT:

1. The RDC finds the above described expenditures to be an appropriate use of the Bond, and finds that the Services serve the public’s best interest.
2. The RDC hereby approves payment of an amount not to exceed \$7,000.00 from the Bond Fund for the Services as described in more detail in Exhibit A, to be payable in accordance with the terms of Exhibit A. For the avoidance of doubt, the terms of Exhibit A do not remove the requirement to comply with the City and the RDC’s claims process.

3. The RDC hereby authorizes Donald Griffin to sign the Agreement with the BEDC on behalf of the RDC.
4. The funding authorizations contained in this Resolution shall terminate on January 31, 2017, unless extended by the RDC in advance.

BLOOMINGTON REDEVELOPMENT COMMISSION

Donald Griffin, President

ATTEST:

Sue Sgambelluri, Secretary

Date

AGREEMENT FOR CONSULTING SERVICES
WITH BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION

This Agreement, entered into on this _____ day of _____, 2016 by and between the Redevelopment Commission of the City of Bloomington (“Redevelopment Commission”), and Bloomington Economic Development Corporation (“Consultant”),
WITNESSETH:

WHEREAS, the Redevelopment Commission purchased certain property within The Trades District from Indiana University; and

WHEREAS, one of the buildings that the Redevelopment Commission purchased was the Dimension Mill; and

WHEREAS, the Redevelopment Commission wishes to have the Dimension Mill renovated as part of the process of activating The Trades District in a manner consistent with the Certified Tech Park Master Plan; and

WHEREAS, the Redevelopment Commission has received a programming report from Consultant with Kirkwood Design Studios that identifies the potential tenants’ uses of space in the Dimension Mill, how the Dimension Mill can best serve as an anchor for the development of The Trades District, and how the Dimension Mill can best be renovated to maximize its functionality; and

WHEREAS, Consultant is dedicated to enhancing the vitality of Bloomington, including increasing opportunities for local citizens, through the support of existing businesses, tackling workforce issues, and fostering entrepreneurial activity; and

WHEREAS, to continue the process of redevelopment of the Dimension Mill to provide a design for the building for use consistent with the Certified Tech Park Master Plan, as well as preliminary renovation cost estimates, architectural services are necessary (the “Services”); and

WHEREAS, Consultant is able to—in conjunction with the Redevelopment Commission and the City of Bloomington (“City”)—to conduct a selection process for architectural services for the Dimension Mill; and

WHEREAS, Consultant is willing to work with the Redevelopment Commission and City to provide the Services; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services:

Consultant will work with the Redevelopment Commission and City to conduct a selection process for architectural services for the Dimension Mill.

Consultant expects to develop a request for information and/or request for proposals (RFI/RFP) to be distributed to firms providing architectural services in Indiana. It is expected that the RFI/RFP will be disseminated on the City's website. Additionally, the Consultant will identify potential respondents and work to solicit responses from those respondents.

The RFI/RFP will include the Building Space Needs report submitted to the RDC on September 6, 2016.

The RFI/RFP process will include assembling and reviewing submissions and conducting interviews of selected architectural service firms. It is anticipated that Consultant will conduct a pre-submission meeting at the Dimension Mill, if feasible, or at Consultant's offices. City will provide all information related to the Dimension Mill that may be available and requested by respondents to the RFI/RFP.

In considering which architectural services firm from which to solicit responses, Consultant will consider experience with design of cowork/startup spaces and renovation of historic buildings.

Following the RFI/RFP process, Consultant will provide the RDC with one or more names of architectural service firms it believes to comply with the scope of the RFI/RFP and capable of performing the services required thereby.

Consultant will meet regularly with the Economic Development Director of the City as a designated representative of the Redevelopment Commission and the City regarding the status of the RFI/RFP process.

Consultant will report its selection(s) to the RDC within 60 days of this agreement and may request an extension, which will not be unreasonably withheld.

Article 2. Term: The term of this Agreement shall be from the date of execution of the Agreement through December 31, 2016.

Article 3. Standard of Care: The Consultant shall be responsible for completion of the Services in sufficient manner to meet high professional standards. The Redevelopment Commission shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the Redevelopment Commission shall not unreasonably withhold its approval as to the adequacy of such performance.

Article 4. Responsibilities of the Redevelopment Commission: The Redevelopment Commission shall provide all necessary information regarding requirements for the Services. The

Redevelopment Commission Resolution 16-57
Exhibit A

Redevelopment Commission shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Redevelopment Commission designates the Economic Development Director of the City to act on its behalf with regard to this Agreement.

Article 5. Compensation: Consultant shall be compensated for the Services at an hourly rate of \$110.00 per hour. Consultant may seek reimbursement of up to Five Hundred Dollars (\$500.00) of expenses incurred in the completion of the Services. Any request for reimbursement shall include documentation of the expense, and shall be for no more than 100% of the expense. The total amount of compensation, including reimbursement of expenses, shall not exceed Seven Thousand Dollars (\$7,000.00).

Consultant shall submit an invoice for the services to the Redevelopment Commission on a monthly basis. Invoices should be sent to:

Alex Crowley
Economic & Sustainable Development
City of Bloomington
401 N. Morton Street
P. O. Box 100
Bloomington, Indiana 47402-0100

Invoices may be sent via first class mail postage prepaid or via email.

Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. The Redevelopment Commission's payment under this Agreement is subject to the appropriation and availability of funds. If funds for the Redevelopment Commission's costs are not forthcoming or are insufficient, through the failure of any entity—including the Redevelopment Commission—then the Redevelopment Commission shall have the right to immediately terminate this Agreement without penalty.

Additional services not set forth in Article 1, changes in work, or incurred expenses in excess of amounts provided herein must be authorized in writing by the Redevelopment Commission or its designated project coordinator prior to such work being performed or expenses incurred. The Redevelopment Commission shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses, approved by the Redevelopment Commission, must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

Article 6. Schedule: Consultant shall commence performance of the Services promptly and shall continue performance without undue delay. Consultant shall promptly inform the Redevelopment

Commission of any events or occurrences that may delay performance of the Services. The date by which Services shall be completed is specified in Article 2.

Article 7. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The Redevelopment Commission may terminate or suspend performance of this Agreement at its discretion at any time upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Redevelopment Commission, and the Redevelopment Commission shall pay the Consultant for all the Services performed by Consultant up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Redevelopment Commission, as set forth in Article 10 herein.

Article 8. Identity of Consultant: The Consultant acknowledges that one of the primary reasons for its selection by the Redevelopment Commission to perform the duties described in this Agreement is Consultant's qualification and experience. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the Redevelopment Commission. The Redevelopment Commission reserves the right to reject any of the Consultant's personnel or proposed outside professional subcontractors, and the Redevelopment Commission reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of costs to be provided by Consultant shall represent Consultant's best judgment based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Redevelopment Commission has control over various cost elements related to the project. Accordingly, Consultant cannot and does not warrant or represent that proposals or bids received will not vary from any cost estimates provided pursuant to this Agreement.

Article 10. Ownership of Documents and Intellectual Property: All documents, data sets, drawings, specifications, estimates, and field notes, including digital format files, software developed for the Project, and website (collectively, the "Documents") prepared by Consultant (or any subcontractor) as part of the Services shall become the property of the Redevelopment

Commission. Consultant (or subcontractor) shall retain its ownership rights in its design, drawing details, computer software not developed for the Project, and other proprietary property. The Redevelopment Commission acknowledges that the Documents are prepared only for the Project.

Article 11. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall, or any officer, employee, volunteer, or representative of Consultant represent himself, herself, or itself to be an employee of the Redevelopment Commission or the City of Bloomington. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 12. Limitation of Liability: It is recognized that Consultant is a nonprofit organization performing a service to the community for the Redevelopment Commission and, except as provided by Article 23 of this Agreement, its liability under this Agreement is limited to the amount of any sums paid to it hereunder.

Article 13. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b. Workers Compensation Insurance in accordance with any and all applicable state and federal statutes.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Redevelopment Commission, and the officers, employees and agents of each shall be named as an additional insured under the General Liability policy, and such policy shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City or the Redevelopment Commission will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Redevelopment Commission's designated representative prior to the commencement of work under the Agreement. Approval of the insurance by the Redevelopment Commission's designated representative shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from service or operations performed pursuant to this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Redevelopment Commission required proof that the insurance has been procured and is in force and paid for, the Redevelopment Commission shall have the right, at the Redevelopment Commission's election, to forthwith terminate the Agreement without penalty.

Article 14. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement. For the avoidance of doubt, design of space for an office for Consultant by any architectural services firm does not constitute a conflict hereunder.

Article 15. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 16. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment. Neither the Redevelopment Commission nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, the Consultant may assign its rights to payment without the Redevelopment Commission's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Redevelopment Commission and the Consultant.

Article 19. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in Monroe County, Indiana.

Article 20. Non-Discrimination. The Consultant shall comply with Bloomington Municipal Code § 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Article 21. Compliance with Laws. In performing the Services under this Agreement, the Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment Where

such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, the Consultant shall proceed using his best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Redevelopment Commission in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. Notices. Any notice required by this Agreement shall be made in writing or by electronic mail to the addresses specified below:

Redevelopment Commission:

Alex Crowley
Economic & Sustainable Development Department
City of Bloomington
401 N. Morton Street
P.O. Box 100
Bloomington, Indiana 47402-0100
(812) 349-3477
crowleya@bloomington.in.gov

Consultant:

Lynn Coyne
Bloomington Economic Development Corporation
1720 N. Kinser Pike, Suite 001
Bloomington, Indiana 47404
(812) 335-7346
lcoyne@bloomingtonedc.com

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Redevelopment Commission and the Consultant.

Article 23. E-Verify. Consultant is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as **Exhibit A**, affirming that Consultant does not knowingly employ an unauthorized alien. Exhibit A is attached to and made a part of this agreement.

“Unauthorized alien” is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that Consultant or any of its subcontractors learns is an unauthorized alien. If the Redevelopment Commission obtains information that Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Redevelopment Commission shall notify Consultant or its subcontractor of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If Consultant or any of its subcontractors verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that Consultant or its subcontractor did not knowingly employ an unauthorized alien. If Consultant or its subcontractor fails to remedy the violation within the thirty (30) day period,

the Redevelopment Commission shall terminate the Agreement, unless the Redevelopment Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Redevelopment Commission may allow the Agreement to remain in effect until the Redevelopment Commission procures a new Contractor. If the Redevelopment Commission terminates the Agreement under this provision, Consultant or its subcontractor is liable to the Redevelopment Commission for actual damages, even if such damages exceed the amount paid by the Redevelopment Commission under this Agreement.

Consultant shall require any subcontractor performing work under this Agreement to certify to Consultant that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the Redevelopment Commission.

Article 24. Intent to be Bound. The Redevelopment Commission and the Consultant bind themselves and their successors, executors, administrators, permitted assigns, and legal representatives to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Redevelopment Commission and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

Bloomington Redevelopment Commission

Bloomington Economic Development Corp.

By: _____

By: _____

Donald Griffin, President

Lynn Coyne, President

