



**CITY OF BLOOMINGTON**  
**parks and recreation**

**AGENDA**

City of Bloomington Board of Park Commissioners  
Regular Meeting: Tuesday, April 24, 2018 4:00 – 5:30 p.m.

Council Chambers  
401 North Morton

**CALL TO ORDER - ROLL CALL**

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of April 10, 2018
- A-2. Approval of Claims Submitted April 10, 2018 – April 23, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus

**B. PUBLIC HEARINGS/APPEARANCES**

- B-1. Public Comment Period -
- B-2. Bravo Award -
- B-3. Parks Partner Award -
- B-4. Staff Introductions - Health/Wellness Coordinator (Jess Klein)

**C. OTHER BUSINESS**

- C-1. Review/Approval of construction contract with Weddle Brothers Building Group LLC for the Switchyard Park Project (Dave Williams)
- C-2. Review/Approval of contract with Mader Design, LLC for improvements to RCA Park (Dave Williams)
- C-3. Review/Approval of contract addendum with Rundell Ernstberger Associates for Peoples Park design concepts (Dave Williams)
- C-4. Review/Approval of partnership agreement with Ryder for “Movies in the Park” (Crystal Ritter)
- C-5. Review/Approval of contract with Aramark for Operation Division uniforms (Barb Dunbar)
- C-6. Review/Approval of service agreement with Ronnie G. Pursell for headstone repairs (Joanna Sparks)
- C-7. Review/Approval of service agreement with Rural Transit for 50+ Expo event (Bill Ream)
- C-8. Review/Approval of contract with Mader Design, LLC for Green Yard Waste Project (John Turnbull)
- C-9. Review/Approval of service agreement with Spear for seasonal emergency pool repairs (John Turnbull)
- C-10. Review/Approval of Partnership Agreement with Ivy Tech Community College (Amy Shrake)
- C-11. Review/Approval of Partnership with Lake Monroe Sailing Association (Amy Shrake)
- C-12. Review/Approval of Partnership Agreement with Special Olympics Monroe County (Amy Shrake)
- C-13. Review/Approval of Partnership Agreement with Monroe County Senior League Baseball Association (Dee Tuttle)
- C-14. Review/Approval of Winslow Sports Complex North Concessions Agreement (Dee Tuttle)
- C-15. Review/Approval of contract addendum to Rick Patrick Tree Care Contract (Lee Huss)

**D. REPORTS**

- D-1. Operation Division -
- D-2. Recreation Division - Farmers’ Market Advisory Council Annual Report (Marcia Veldman)
- D-3. Sports Division -
- D-4. Administration Division - Review of 2017 Annual Report (Julie Ramey)

**ADJOURNMENT**



CITY OF BLOOMINGTON  
parks and recreation

A-1

04-24-2018

Board of Park Commissioners  
Regular Meeting  
Minutes

Tuesday, April 10, 2018  
4:00 p.m. – 5:30 p.m.

Council Chambers  
401 N. Morton St.

**CALL TO ORDER**

The meeting was called to order by Ms. Kathleen Mills at 4:04 p.m.

**Board Present:** Ms. Kathleen Mills, Ms. Darcie Fawcett, and Mr. Joseph Hoffmann

**Staff Present:** Mr. Dave Williams, Mr. John Turnbull, Ms. Becky Higgins, Ms. Julie Ramey, Ms. Kim Clapp, Ms. Leslie Brinson, Ms. Hannah Buddin, Ms. Elizabeth Tompkins, Ms. Marcia Veldman, Mr. Steve Cotter, Ms. Crystal Ritter, Ms. Joanna Sparks, Mr. Bill Ream, and Mr. Erik Pearson

**A. PUBLIC HEARINGS/APPEARANCES**

**A. CONSENT CALENDAR**

- A-1. Approval of Minutes of February 27, 2018 Meeting
- A-2. Approval of Claims Submitted February 27, 2018 through April 9, 2018
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Report
- A-5. Approval of Surplus - None

Mr. Joe Hoffmann made a motion to approve the Consent Calendar. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**B. PUBLIC HEARINGS/APPEARANCES**

**B-1. Public Comment Period** - None

**B-2. Bravo Award – Pam Roberts**

Ms. Sarah Owen, Community Relations Coordinator, the Department would like to recognize Pam Roberts for her time and commitment to the Leonard Springs Nature Day (LSND) program. Ms. Roberts is one of the most consistent and reliable LSND volunteers, and she enthusiastically gives her time and effort to the visiting students. Without volunteers like Pam, the Department would not be able to provide the opportunity for sixth graders to visit Leonard Springs Nature Preserve, where they interact with natural resources such as creeks, forest, karst, and wetlands. On behalf of the Bloomington Parks and Recreations Department, we are proud to recognize Ms. Pam Roberts as the March BRAVO Award recipient.

*Ms. Pam Roberts approached the podium.* I consider it a real privilege to be able to take those sixth graders and have them touch and pick up a crayfish for the first time in their lives. For a lot of them, that is quite an experience. Thank you, I really appreciate the opportunity.

The Board thanked Ms. Roberts.

**B-3. Parks Partner Award – Youth Services Bureau/Safe Place**

Ms. Sarah Owen, Community Relations Coordinator, the Department would like to recognize Youth Services Bureau/Safe Place as an outstanding collaborator and enthusiastic supporter of BPRD youth sports and community events. Not only have they been vital in helping to provide a variety of programming and events, they utilize popular BPRD programs to interact directly with youth, and to share information about the services they offer. The staff of Youth Services Bureau/Safe Place regularly demonstrate their commitment to making sure the children of Bloomington and Monroe County have a place to go for help when in need. It is with great pleasure that we present Youth Services Bureau/Safe Place with the Winter-Spring 2018 Park Partner Award.

*Ms. Brigitt Nasby approached the podium.* Our partnership with BPRD, allows Youth Services Bureau/Safe Place to educate more families and youth about the services offered, and how we can create a safer community because of these services. Thank you.

The Board thanked Ms. Nasby and Youth Services Bureau/Safe Place for their support.

#### **B-4. Staff Introduction- None**

### **C. OTHER BUSINESS**

#### **C-1. Review/Approval of Partnership Agreement with PROS Consultants, Inc.**

Ms. Becky Higgins, Recreation Division Director, the Department wishes to undergo a comprehensive organizational review of the department, and requires the services of a professional consultant in order to perform the review and develop an organizational plan that will include a systematic process to collect and evaluate information regarding the Department's internal capacity. The staff recommends the approval of this contract with PROS Consultants, Inc. in the amount of \$31,080.

*The Board inquired* if this review is due to the additional responsibilities of the Switchyard Park.

*Ms. Higgins responded,* to get a better understand of where we are today, we are starting off with a current overall picture of the whole department, and then begin slowly focusing on future need.

Mr. Joe Hoffmann made a motion to approve the Partnership Agreement with PROS Consultants. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

#### **C 2. Review/Approval of Partnership Agreement with Centerstone**

Mr. Dave Williams, Operations Division Director, the Department wishes to provide well maintained parks for the community to enjoy. The purpose of this agreement is to outline a program partnership, which will provide an opportunity for Centerstone clients to work for Centerstone in Bloomington Parks and Recreation Departments parks, by combining available resources from each party to the agreement. Designated sites for the park maintenance program include, Seminary Park, Peoples Park, Butler Park, Building Trades Park, the Waldron, Hill and Buskirk Park and along Kirkwood Avenue. The program will operate from May 1, 2018 through December 1, 2018 and will offer a wage of \$11.61/hour. Centerstone will invoice the Department for labor costs, plus Federal Insurance Contributions Act (FICA).

*Mr. Greg May, Centerstone Director of Administration approached the podium.* Mr. May gave an overview of the 2107 program. Forty-six application were received over a two week period. A staff of seven was employed for the contract period, working seven days a week. Centerstone provided a supervisor, the participants of the program consisted of homeless living in shelters and may have panhandled in the downtown area. Due to the high level of supervision, this was made a low barrier employment opportunity. Background checks were conducted, but were very basic. Centerstone staff, also provided case management services to assist participants in connecting with other services. Centerstone unintentionally did outreach while at the parks, due to people approaching staff and inquiring about Centerstone services. Staff assisted with helping people gather paperwork for employment eligibility, obtain bank accounts, and money management skills. Centerstone looks forward to the 2018 partnership.

The Board thanked Centerstone for this partnership opportunity.

Mr. Joe Hoffmann made a motion to approve the Partnership Agreement with Centerstone. Ms. Darcie Fawcett

seconded the motion. Motion unanimously carried.

**C-3 Review/Approval of Trademark License Agreement with Pedcor Investments.**

Ms. Julie Ramey, Community Relations Manager the Department wishes to enter into this Trademark License Agreement with Pedcor Investments-2015-CXLIX, L.P., allowing Pedcor the use of the trademark "B-Line". Pedcor Investments is redeveloping a property, for affordable housing, adjacent to the B-Line Trail, at 611 N. Rogers Street ("B-Line Heights"). If approved, the effective date of the agreement will continue as long as B-Line Heights exists as a housing development and is owned and managed by Pedcor Investments.

Mr. Joe Hoffmann made a motion to approve the Trademark License Agreement with Pedcore Investments. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-4 Review/Approval of Partnership Agreement with Jazzercise**

Ms. Alison Miller, Health/Wellness Coordinator the Department wishes to offer fitness opportunities to the community. The purpose of this Agreement is to outline a program partnership with Jazzercise Franchise Owner, Kristin Heeter, which will provide quality health and wellness programs for the community by combining available resources from each organization. Twenty percent of monthly gross is paid to the Department for facility use and marketing.

Mr. Joe Hoffmann made a motion to approve the Partnership Agreement with Jazzercise. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-5 Review/Approval of Contract with Mike Green & Assoc. for Carrie Newcomer**

Ms. Crystal Ritter, Community Events Coordinator as part of the Outdoor Performance Series, the Department wishes to provide the community with a free concert in Waldron, Hill, and Buskirk Park the weekend of July 4<sup>th</sup>. The Department recommends approval of the contract with Mike Green & Assoc. for a performance by Carrie Newcomer on Friday, July 6, 2018. The contract is in the amount of \$3,000.

Mr. Joe Hoffmann made a motion to approve the contract with Mike Green & Assoc. for a performance by Carrie Newcomer. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-6 Review/Approval of Service Agreement with New Life United Pentecostal Church**

Mr. Bill Ream, Community Events Coordinator the Department wishes to provide organized and clean program events, and is in the need of a consultant to provide assistance with parking duties and trash removal at the Bicentennial Street Fair, the 4<sup>th</sup> of July Parade, and the Pumpkin Launch. Staff recommends the approval of the Agreement with New Life United Pentecostal Church, all fees and expenses are not to exceed \$1,250.

Mr. Joe Hoffmann made a motion to approve the Service Agreement with New Life United Pentecostal Church. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-7 Review/Approval of Contract with Chef for Hire for Banneker Summer Program**

Mr. Terrance Thomas, Program Specialist the Department wishes to vend meals for summer food service program; and requires the services of a professional consultant in order to perform the development of meals to follow State guidelines. Chef for Hire will produce, package and deliver the appropriate amount of breakfast, lunch and dinner meals to the Banneker Community Center twice per week. Chef for Hire will keep multiple refrigerators at the BCC to store meals prepared by Chef for Hire. All fees and expenses are not to exceed \$20,000. The Banneker camp summer program is grant funded through the USDA Summer Food Service Program.

Mr. Joe Hoffmann made a motion to approve the contract with Chef for Hire. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-8 Review/Approval of with Wildlife Removal, Inc.**

Mr. Terrance Thomas, Program Specialist, the Department wishes to maintain facilities in safe and clean conditions. The Department requires the services of a professional consultant to provided services related to wildlife removal in a safe and appropriate manner. All fees and services are not to exceed \$750.

Mr. Joe Hoffmann made a motion to approve the Service Agreement with Wildlife Removal. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-9 Review/Approval of Partnership with Diamond Dynamics**

Mr. John Turnbull, Sports Division Director there is a need for softball instruction in Bloomington. The purpose of the Agreement is to outline a program partnership which will provide an affordable and effective softball instructional 6U/8U/10U/12U/14U Academy and softball clinics for the Bloomington community by combining available resources from each partner to the Agreement.

*The Board inquired* if the name Longevity Message LLD., is just the corporate name and has nothing to do with the instructions provided by Diamond Dynamics?

*Mr. Turnbull responded* yes, that is their legal name.

Mr. Joe Hoffmann made a motion to approve the Partnership with Diamond Dynamics. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-10 Review/Approval of Contract with Designscape for Tree Care and Tree Planting**

Mr. Lee Huss, Urban Forester the department wishes to have three tree care related projects completed, and requires the services of a professional consultant in order to provide the appropriate care and/or planting of thirteen trees. The projects are located at 401 N Morton St – City Hall, 1300 Block of W. Bloomfield Road and Ferguson Dog Park. All fees and expenses are not to exceed \$4,354.10.

Mr. Joe Hoffmann made a motion to approve the contract with Designscape. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-11 Review/Approval of Service Agreement with Steve's Welding**

Mr. John Turnbull, Sports Division Director the Department wishes to provide safe and well maintained facilities for the community to enjoy, and requires the services of a Professional Consultant to provide general welding repair and maintenance to equipment. Staff recommends approval of this Service Agreement with Steve's Welding. All fees and expenses are not to exceed \$4,000.

Mr. Joe Hoffmann made a motion to approve the Service Agreement with Steve's Welding. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-12 Review/Approval of Service Agreement with Price Electric**

Mr. John Turnbull, Sports Division Director the Department wishes to provide safe and well maintained facilities for the community to enjoy, and requires the services of a Professional Consultant to provide general repair and maintenance of electrical systems. Staff recommends approval of this Service Agreement with Price Electric. All fees and expenses are not to exceed \$4,000.

Mr. Joe Hoffmann made a motion to approve the Service Agreement with Price Electric. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-13 Review/Approval of Service Agreement with DEEM, LLC.**

Mr. John Turnbull, Sports Division Director the Department wishes to provide safe and well maintained facilities for the community to enjoy, and requires the services of a Professional Consultant to provide general repairs and adjustments to Ammonia Cooling systems at Frank Southern Center. Staff recommends approval of this Service Agreement with DEEM, LLC. All fees and services are not to exceed \$4,000.

Mr. Joe Hoffmann made a motion to approve the Service Agreement with DEEM, LLC. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-14 Review/Approval of Partnership Agreement with Monroe County United Ministries**

Ms. Chelsea Price, Aquatic/Program Coordinator the Department wishes to allow Monroe County United Miserieis

access to Mills pool, prior to normal operating hours at a discounted rate. The purpose of this Agreement is for the Department to allow MCUM limited use of Mills Swimming Pool for MCM's morning preschool childcare program. MCUM shall track attendance and provide payment at the end of the season.

Mr. Joe Hoffmann made a motion to approve the Partnership with Monroe County United Ministries. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-15 Review/Approval of Partnership Agreement with Indiana Scuba**

Ms. Chelsea Price, Aquatic/Program Coordinator the purpose of the agreement is to outline a program partnership which provide for scuba diving opportunities for the Bloomington community by combining available resources from each party. BPRD provides location, pool supervisor, and promotion of programs. SIS will provide scuba instructors, and the programs. SIS will pay BPRD \$500, to be used towards a Bryan Park Pool movie.

Mr. Joe Hoffmann made a motion to approve the Partnership with Indiana Scuba. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-16. Review Approval of Contract with C&H Lawn & Landscaping, Inc. for Mowing Services**

Ms. Joanna Sparks, City Landscaper the Department wishes to provide well maintained parks for the community to enjoy, and requires the services of a professional consultant to provide mowing services at 24 locations throughout the 2018 season. Staff recommends the approval of contract with C&H Lawn & Landscaping. All fees and expenses are not to exceed \$47,500.

Mr. Joe Hoffmann made a motion to approve the contract with C&H Lawn & Landscaping, Inc. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-17. Review/Approval of Contract with Green Dragon Lawn Care for Mowing Services**

Ms. Joanna Sparks, City Landscaper the Department wishes to provide well maintained parks for the community to enjoy, and requires the services of a professional consultant to provide mowing services at 13 locations throughout the 2018 season. Staff recommends the approval of contract with Green Dragon Lawn Care. All fees and expenses are not to exceed \$51,610.

Mr. Joe Hoffmann made a motion to approve the contract with Green dragon Lawn Care. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-18. Review/Approval of Contract with Ecologic for Vegetation Monitoring**

Mr. Steve Cotter, Natural Resources Manager the Department wishes to determine the health of the plant community at the Griffy Lake Nature Preserve following the 2017 deer cull. The Department is in need of a professional consultant to count and measure native and non-native herbaceous vegetation and trees along 12 research transects in the Griffy Lake Nature Preserve. The goals of this project are to measure whether the 2017 deer cull was successful, and to determine whether deer browse pressure in the Preserve is high enough to warrant the removal of addition deer in 2018. Staff recommends the approval of contract with Ecologic. All fees and expenses are not to exceed \$5,000. Due to the decades of deer pressure, it may take a year or two to see results.

Mr. Joe Hoffmann made a motion to approve the contract with Ecologic. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-19. Review/Approval of Contract Addendum for Chris Doran's Soccer Program at TLRC**

Mr. John Turnbull, Sports Division Director previously the Department has partnered with Mr. Chris Doran to provide an affordable and effective program, designed to provide the Bloomington community developmental soccer programs and recreation soccer leagues. Mr. Doran has sold his entire business and services to Mr. David William Prall. The Department wishes to continue to provide soccer programs to the community, and recommends approval of the Addendum to continue the agreement with David William Prall.

Mr. Joe Hoffmann made a motion to approve the Addendum to the Chris Doran Agreement. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-20. Review/Approval of Contract with VET Environmental Engineering**

Mr. John Turnbull, Sports Division Director at the Architect's recommendations, to prevent possible higher cost and slowing of the project, the Department wishes to have the Cascades Clubhouse inspected for Lead-Based Paint and Asbestos pre-demolition. The Department requires the services of a professional consultant in order to perform a pre-demolition lead-based survey, a pre-demolitions asbestos inspection, and production of a report on the findings, which can be forwarded to the general contractor who is awarded the construction contract for the new Cascades Clubhouse. Staff recommends the approval of a contract with VET Environmental Engineering, all fees and expenses are not to exceed \$3,216.

Mr. Joe Hoffmann made a motion to approve the contract with VET Environmental Engineering. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**C-21. Review/Approval of Contract with Aquatic Control, Inc. for Aquatic Vegetation Management**

Ms. Elizabeth Tompkins, Natural Resources Coordinator, to continue the management of vegetation at Griffy Lake, the Department wishes to updated the Griffy Lake Aquatic Vegetation Management Plan and control invasive species in Griffy Lake. The Department requires the services of a professional consultant in order to update the Griffy Lake AVMP, by providing mapping, treatment details and acreage, surveys, meetings, preparation of Plan Update document, and Eurasian Watermilfoil treatment. Staff recommends the approval of the contract with Aquatic Control, Inc., all fees and expenses are not to exceed \$14,500. Eighty percent of funding will come for the Indiana Department of Natural Resources Lake and River Enhancement Program.

Mr. Joe Hoffmann made a motion to approve the contract with Aquatic Control, Inc. Ms. Darcie Fawcett seconded the motion. Motion unanimously carried.

**D REPORTS**

D-1. Operations Division – Park Bond Project Update by Mr. John Turnbull and Mr. Dave Williams

Mr. John Turnbull, Sports Division Director approached the podium, and reviewed completed and future 2018 Park Bond Projects in Sports Division.

1. Zoysia Grass - installation at golf course will be completed this spring at a cost of \$180,000.
2. The Clubhouse - is near design completion and will be bid in approximately three weeks.
3. Frank Southern Ice Arena – bleacher have been replaced at a cost of \$32,000. The back restrooms have been renovated for \$30,000.
4. Winslow Sports – original irrigation system from 1977, was replaced for \$100,000.
5. Winslow and TLSP – for security purposes, the maintenance buildings at Winslow and TLSP were fenced in for \$20,000.
6. Twin Lakes Recreation Center – cardio equipment was replaced for \$44,000. The weight room flooring was replaced for \$62,000. The locker rooms were renovated for \$170,000. The electrical portion of the scoreboard was updated for \$6,000.
7. Lower Cascades – shades structures were install for \$8,000.
8. Monastery – in the near future, demolitions project of the apartment units.
9. Lower Cascades – in the near future a green yard waste project.
10. Other future projects for 2018 - resurfacing of court resurfacing, update of aquatic bathhouses, mechanical, electrical, and plumbing at pools, and Winslow entrances will be refurbished.

Mr. Dave Williams, Operations Director approached the podium. Mr. Williams reviewed additional completed and future 2018 Park Bond Projects

11. Building Trades Park – external and restroom rehabilitation completed at a cost of \$68,261.
12. Alison Jukebox Center – restroom rehabilitation, flooring, door and lighting replacement completed at a cost of \$103,604.
13. Monastery – acquisition of property at a cost of \$400,000. Future use of the Monastery facility is still being evaluated, the building does not meet ADA requirements, cost of required updates, and for long term viability maintenance cost.
14. Farmers' Market – winter waterline installed at a cost of \$8,700.

15. Lower Cascades Park – playground improvements and replacement of climbing net completed at cost of \$30,559.
16. Rosehill Cemetery – Mausoleum rehabilitation completed at a cost of \$117,750.
17. Energy Systems Group – continuation of solar panel installations at various park facilities.

The Board thanked Mr. Turnbull and Mr. Williams.

#### D-2. Recreation Division – 2018 Community Events Calendar

Ms. Leslie Brinson, Community Events Manager approached the podium. Ms. Brinson presented the 2018 Community Events Calendar.

1. Winter Palooza – winter activities, February 10<sup>th</sup> Olcott Park
2. Seusspicious Behavior – with Monroe County Public Library, March 3<sup>rd</sup>.
3. Spring Fling – activities for spring break, TLRC on March 15<sup>th</sup>.
4. Children’s Expo – Monroe County Convention Center, March 24<sup>th</sup>.
5. Farmers Market – Saturday Market April – November and Tuesday Market June – September.
6. Community Gardens – Opens mid-April and an upcoming garden class
7. Plant a Row for the Hungry – in 2017, 27,500 pounds of fresh produce was donated.
8. Nature Sounds – combines acoustic performances and educational nature presentations. April – November.
9. Bicentennial Street Fair – new event on Kirkwood, on April 29<sup>th</sup>.
10. 50+ Expo – TLRC, May 9<sup>th</sup>.
11. Yappy Hours – June 9<sup>th</sup> Dogs Gone Wild, October 19<sup>th</sup> Howl @ the Moon and December 12<sup>th</sup> Yappy Howlidays.
12. Summer Sampler – official start of summer held at Bryan Park, bicentennial theme scheduled on June 2<sup>nd</sup>.
13. Performing Art Series – May 3<sup>rd</sup> through August 5<sup>th</sup> includes a festival, plays, and concerts.
14. A Fair of the Arts – Every second Saturday at the Farmers Market from May through October.
15. Touch a Truck – Winslow Sports Park on June 13<sup>th</sup>.
16. Fourth of July Parade – 100 entries will be accepted for parade, bicentennial theme, Community Band performance prior to parade.
17. Messy Mania – Messy art projects for children, Bryan Park on July 10<sup>th</sup>.
18. Movies in the Park – June through October in parks.
19. Slip & Foam – new event at Rev Butler Park on July 28<sup>th</sup>
20. Drool in the Pool – pool event for dogs, Mills Pool on August 8<sup>th</sup> & 9<sup>th</sup>.
21. Junk in the Trunk – community rummage sale at Frank Southern Center on August 18<sup>th</sup>.
22. B-Line Bicentennial Event – new event, walk on B-Line scheduled for October 6<sup>th</sup>.
23. Halloween Events – Trick or Trak Trail at RCA Park on October 20<sup>th</sup>. Festival of Ghost Stories at Bryan Park on October 26<sup>th</sup>.
24. Pumpkin Launch – Monroe County Fairgrounds on October 27<sup>th</sup>. 925 feet is the record to beat.
25. Holiday Market – City Hall/Showers Common on November 24<sup>th</sup>.
26. Dearly Departed Cemetery Walk – new event, walk through the cemetery at Rosehill
27. Dance Party – new event, glow paint D.J. dance party.

The Board thanked Leslie and staff for the great programs and events.

#### D-3. Sports Division – No Report

#### D-4 Administrative Division – No Report

Ms. Elizabeth Tompkins approached the podium. The community is invited to attend the regular ERAC monthly meeting, on Wednesday, April 11, 2018 at 4:00pm, Bryan Park Henderson Shelter. An open discussion will be held on a possible loop trail around Griffy Lake. The Department is in the very beginning phases of this project, and no decisions have been made.

Mr. Dave Williams invited the community to attend a Bicentennial Celebration to recognize April 11, 1818, the date Bloomington became a City. The celebration will be held on Wednesday, April 11th from 5:00pm to 6:00pm in the Atrium at City Hall, followed by ceremonial proclamation reading in the Council Chambers from 6:00pm to 6:30pm.



The Switchyard Park bids will be opened in the Council Chambers on April, 11<sup>th</sup> at 2:00pm.

Mr. Williams reminded the Board and public, the next Park Board meeting will be held Tuesday, April 24, 2018, in Council Chambers.

**ADJOURNMENT**

Meeting adjourned at 5:19 p.m.

Respectfully Submitted,



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Kim Clapp, Secretary Board of Park Commissioners



# Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2018-00006179	BA	GL	04/19/2018	Budget Amendment				
<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>			<i>Description</i>	<i>Source</i>		<i>Increase Amount</i>	<i>Decrease Amount</i>
04/19/2018	201-18-186503-53530	Water and Sewer			Budget Amendment			300.00	.00
04/19/2018	201-18-187503-54440	Motor Equipment			Budget Amendment			144.00	.00
04/19/2018	201-18-184500-53510	Electrical Services			Budget Amendment			4,000.00	.00
04/19/2018	201-18-184500-53530	Water and Sewer			Budget Amendment			2,442.00	.00
04/19/2018	201-18-184500-53540	Natural Gas			Budget Amendment			2,600.00	.00
04/19/2018	201-18-184500-52420	Other Supplies			Budget Amendment			30.94	.00
04/19/2018	201-18-184501-53160	Instruction			Budget Amendment			290.00	.00
04/19/2018	201-18-184501-53230	Travel			Budget Amendment			1,061.00	.00
04/19/2018	201-18-184502-52420	Other Supplies			Budget Amendment			88.48	.00
04/19/2018	201-18-184502-53990	Other Services and Charges			Budget Amendment			122.50	.00
04/19/2018	201-18-181001-53830	Bank Charges			Budget Amendment			50.00	.00
							Number of Entries: 11	<u>\$11,128.92</u>	<u>\$0.00</u>



# Journal Post Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2018-00005818	BA	GL	04/13/2018	Budget Amendment				

<i>G/L Date</i>	<i>G/L Account Number</i>	<i>Account Description</i>	<i>Description</i>	<i>Source</i>	<i>Increase Amount</i>	<i>Decrease Amount</i>
04/13/2018	201-18-187503-54440	Motor Equipment	Budget Amendment		142.26	.00
					\$142.26	\$.00

Number of Entries: 1

REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2017	2017	2017	2017	2018	2018	2018	
Mar-18	Total	Actual	Expenses	% of Expenses	Total	Expenses	% of Expenses	
	Expense	Expenses	as of	Spent	Expense	as of	Spent	%
	Budget	for Year	March	to date	Budget	March	to date	change
<b>General Fund</b>								
Administration	750,594	739,993	359,923	48.64%	621,831	294,870	47.42%	-18.07%
Health & Wellness	105,197	97,753	26,144	0.00%	105,923	27,105	24.68%	3.68%
Community Relations	423,303	378,011	121,973	32.27%	416,453	122,339	29.29%	0.30%
Aquatics	330,688	297,537	20,775	6.98%	328,839	20,939	6.37%	0.79%
Frank Southern Center	341,117	338,165	120,790	35.72%	359,800	142,980	39.74%	18.37%
Golf Services	885,638	864,187	360,080	41.67%	935,271	374,678	40.06%	4.05%
Natural Resources	370,961	320,835	75,515	23.54%	392,366	71,960	18.34%	-4.71%
Youth Programs	59,844	55,165	13,219	23.96%	60,195	19,391	32.21%	46.70%
TLRC	282,216	280,198	74,183	26.48%	284,750	74,524	26.17%	0.46%
Community Events	384,284	347,783	76,730	22.06%	414,238	90,631	21.88%	18.12%
Adult Sports	288,431	266,304	47,936	18.00%	323,760	51,458	15.89%	7.35%
Youth Sports	267,398	267,488	43,227	16.16%	271,744	50,109	18.44%	15.92%
BBC	304,977	275,756	73,044	26.49%	289,803	72,781	25.11%	-0.36%
Inclusive Recreation	72,632	73,771	16,923	22.94%	78,403	13,500	17.22%	-20.23%
Operations	1,546,438	1,434,103	310,407	21.64%	1,890,127	366,188	19.37%	17.97%
Landscaping	283,362	227,841	34,233	15.03%	311,041	39,121	12.58%	14.28%
Cemeteries	173,285	162,628	37,924	23.32%	182,605	31,388	17.19%	-17.23%
Urban Forestry	400,381	386,720	89,806	23.22%	585,324	90,260	15.42%	0.51%
<b>General Fund total:</b>	<b>7,270,746</b>	<b>6,814,238</b>	<b>1,902,830</b>	<b>27.92%</b>	<b>7,852,474</b>	<b>1,954,223</b>	<b>24.89%</b>	<b>2.70%</b>
<b>Non-Reverting Fund</b>								
Administration	27,640	3,328	1,458	43.81%	14,650	2,085	14.23%	42.97%
Health & Wellness	1,914	1,172	76	6.46%	1,240	187	15.10%	147.45%
Community Relations	4,650	1,465	0	0.00%	4,650	0	0.00%	0.00%
Aquatics	64,433	38,939	1,110	2.85%	69,543	740	1.06%	-33.36%
Frank Southern Center	94,423	77,769	24,979	32.12%	97,498	35,372	36.28%	41.61%
Golf Services	126,105	98,300	8,019	8.16%	133,709	8,804	6.58%	9.78%
Natural Resources	50,992	23,820	2,230	9.36%	53,485	42,343	79.17%	0.00%
Youth Programs	178,521	198,464	23,321	11.75%	209,805	16,101	7.67%	-30.96%
*TLRC - day to day	970,663	835,622	133,968	16.03%	470,943	146,076	31.02%	9.04%
Community Events	190,881	166,067	36,602	22.04%	181,069	29,396	16.23%	-19.69%
Adult Sports	230,225	164,008	36,498	22.25%	199,830	8,103	4.05%	-77.80%
Youth Sports	26,845	19,068	2,124	11.14%	18,754	2,166	11.55%	2.00%
BBC	25,403	44,054	9,162	20.80%	15,892	3,958	24.91%	-56.79%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	19,195	56,104	37,947	67.64%	52,861	2,598	4.92%	100.00%
Dog Park	0	0	0	0.00%	0	0	0.00%	0.00%
Switchyard	14,800	32,436	10,842	33.43%	12,877	8,772	68.12%	0.00%
Landscaping (CCC Prop.)	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	0	0	500	0.00%	4,750	0	0.00%	0.00%
<b>N-R Fund subtotal:</b>	<b>2,026,690</b>	<b>1,760,617</b>	<b>328,836</b>	<b>18.68%</b>	<b>1,541,556</b>	<b>306,701</b>	<b>19.90%</b>	<b>-6.73%</b>
TLRC - bond	539,104	539,104	429,574	79.68%	671,946	430,026	64.00%	0.00%
<b>N-R Fund total:</b>	<b>2,565,794</b>	<b>2,299,721</b>	<b>758,410</b>	<b>32.98%</b>	<b>2,213,502</b>	<b>736,727</b>	<b>33.28%</b>	<b>-2.86%</b>
<b>Other Misc Funds</b>								
MCGSC 21st Com Learn Cnt G	29,950	41,391	12,526		884	11,664		
G14004 Tree Planting			0					
G14006 Out-of School Prg.			0					
G15008 Summer Food Prg.	11,115	17,606	0		11,115	0		
G15009 Nature Days S/Star		4,318	0			0		
Grippy Lake Nature Day		5,137	1,900	36.98%		1,940	0.00%	0.00%
Wapehani I-69 Mitigation		201,075	0	0.00%		0	0.00%	0.00%
Leonard Springs Nature		3,841	1,701	44.29%		2,014	0.00%	0.00%
Banneker Nature Day		0	0			0		
DNR Grant		0		0.00%		0	0.00%	0.00%
Kaboom Play			0		451	451		
Youth & Adolescent Phy Act						3,999		
Goat Farm		1,777				0		
Giffy LARE		17,286				0		
<b>Other Misc Funds total:</b>	<b>41,065</b>	<b>273,367</b>	<b>16,128</b>	<b>5.90%</b>	<b>12,450</b>	<b>20,068</b>	<b>161.19%</b>	<b>0.00%</b>
<b>TOTAL ALL FUNDS</b>	<b>9,877,604</b>	<b>9,387,327</b>	<b>2,677,367</b>	<b>28.52%</b>	<b>10,078,425</b>	<b>2,711,018</b>	<b>26.90%</b>	<b>1.26%</b>
*NR BACC/Project School has been combined with TLRC								

<b>REVENUES AND EXPENSES: COMPARISON REPORT</b>								
<b>Revenues March 2018</b>								
	2017	2017	2017	2017	2018	2018	2018	
	Projected	Actual	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	Revenue	as of	Collected	Revenue	as of	Collected	%
	<u>Budget</u>	<u>for year</u>	<u>March</u>	<u>to date</u>	<u>for year</u>	<u>March</u>	<u>to date</u>	<u>change</u>
<b>General Fund</b>								
Taxes/Misc Revenue	6,030,050	6,065,105	6,065,105	100.00%	6,258,520	6,258,520	100.00%	3.19%
Administration	500	1,966	0	0.00%	500	193	38.60%	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	153,500	194,506	0	0.00%	168,000	0	0.00%	0.00%
Frank Southern	219,900	184,531	90,325	48.95%	224,900	110,202	49.00%	22.01%
Golf Services	568,500	542,711	46,982	8.66%	526,700	25,914	4.92%	-44.84%
Natural Resources	0	0	0	0.00%	0	0	0.00%	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%	0.00%
Community Events	10,700	12,340	1,140	9.24%	10,700	1,535	14.35%	34.65%
Adult Sports	78,000	63,772	13,411	21.03%	71,000	9,110	12.83%	-32.07%
Youth Sports	33,900	28,995	-12	-0.04%	32,000	-21	-0.07%	81.42%
BBCC	12,000	12,223	2,936	24.02%	11,000	3,203	29.12%	9.09%
Operations	0	25	25	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	39,700	26,833	12,325	45.93%	31,050	7,050	22.71%	-42.80%
Urban Forestry		0	0	0.00%		0	0.00%	0.00%
G17011 Urban Forestry		12,000	0			0	0.00%	
<b>Subtotal Program Rev</b>	<b>1,116,700</b>	<b>1,067,902</b>	<b>167,132</b>	<b>15.65%</b>	<b>1,075,850</b>	<b>157,186</b>	<b>14.61%</b>	<b>-5.95%</b>
<b>General Fund Total</b>	<b>7,146,750</b>	<b>7,133,007</b>	<b>6,232,237</b>	<b>87.37%</b>	<b>7,334,370</b>	<b>6,415,706</b>	<b>87.47%</b>	<b>2.94%</b>
<b>Non-Reverting Fund</b>								
Administration	40,650	36,327	14,950	41.15%	40,600	14,340	35.32%	-4.08%
Health & Wellness	3,550	3,124	410	13.13%	2,739	397	14.49%	-3.24%
Community Relations	4,650	3,000	1,000	33.33%	4,650	1,000	21.51%	0.00%
Aquatics	126,373	113,789	4,267	3.75%	122,700	4,778	3.89%	11.98%
Frank Southern	153,400	126,988	28,131	22.15%	151,900	23,641	15.56%	-15.96%
Golf Services	151,300	163,579	13,237	8.09%	158,500	5,026	3.17%	-62.03%
Natural Resources	58,525	70,821	1,246	1.76%	60,890	848	1.39%	-31.94%
Youth Programs	189,866	218,910	25,772	11.77%	215,060	32,182	14.96%	24.87%
*TLRC -Operational	782,329	750,934	238,309	31.74%	763,029	242,993	31.85%	1.97%
Community Events	191,760	214,892	79,088	36.80%	193,752	79,068	40.81%	-0.03%
Adult Sports	216,500	147,655	24,255	16.43%	207,000	8,773	4.24%	-63.83%
Youth Sports	25,000	25,624	4,941	19.28%	19,500	2,403	12.32%	-51.37%
BBCC	29,420	59,280	4,408	7.44%	5,150	13,989	271.63%	217.37%
Operations	51,640	57,121	12,653	22.15%	56,440	45,101	79.91%	256.43%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard (CCC Propt)	82,800	73,736	16,050	21.77%	0	0	0.00%	-100.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%	0.00%
Urban Forestry	9,300	17,911	0	0.00%	9,300	9,755	104.89%	0.00%
<b>N-R Fund subtotal:</b>	<b>2,117,463</b>	<b>2,083,690</b>	<b>468,718</b>	<b>22.49%</b>	<b>2,011,610</b>	<b>484,294</b>	<b>24.07%</b>	<b>3.32%</b>
<b>Other Misc Funds</b>								
G14006 Out-of-School Prg		20	0			0		
G14007 MCCSC 21st Com	60,000	21,410	10,506		60,000	8,211		
G14009 Summer Food Grant	13,744	19,059	0		27,864	0		
G14004 Tree Planting						0		
Kaboom Play Everywhere						0		
Urban Forestry EAB		2,000	0			0		
Wapehani Mitigation I69		233,543	14,903			0		
Griffy LAE Veg. Mgt		14,453	3,120			2,800		
G15008 Leonard Spring		0	0			0		
G15009 Griffy Nature Days		4,988	0			0		
(902) Rose Hill Trust		445	0			138		
G17007 - Goat Farm		0	0			0		
Banneker Nature Days		0	0			0		
Nature Days Star		4,340	0			0		
<b>Other Misc Funds total:</b>	<b>0</b>	<b>300,258</b>	<b>28,529</b>		<b>87,864</b>	<b>11,149</b>		
<b>TOTAL ALL FUNDS</b>	<b>9,264,213</b>	<b>9,516,954</b>	<b>6,729,485</b>	<b>70.71%</b>	<b>9,433,844</b>	<b>6,911,149</b>	<b>73.26%</b>	<b>2.70%</b>
*BACC/Project School has been combined with TLRC								

	<b>Non-Reverting Cash Balances</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
		<b>Beginning</b>	<b>Revenue</b>	<b>Other</b>	<b>Expenses</b>	<b>Expenses</b>	<b>Current Year ONLY</b>	<b>Accumulated</b>
		<b>Balance</b>	<b>as of</b>	<b>Misc.</b>	<b>as of</b>	<b>from</b>	<b>Revenue</b>	<b>Balance</b>
		<b>1/1/2018</b>	<b>4/17/2018</b>	<b>revenue</b>	<b>4/17/2018</b>	<b>RESERVE *</b>	<b>Expense</b>	
							<b>Over/Under</b>	
						<b>see explanation below*</b>	<b>(does not include expenses taken from RESERVE)</b>	<b>THIS IS THE TOTAL ACCUMULATED AMOUNT</b>
181000	Administration	200,804.78	15,128.25		2,084.93		<b>13,043.32</b>	213,848.10
181001	Health & Wellness	7,379.62	516.60		187.27		<b>329.33</b>	7,708.95
181100	Community Relations	34,889.04	1,000.00		0.00		<b>1,000.00</b>	35,889.04
182001	Aquatics	389,566.90	6,372.00		999.52		<b>5,372.48</b>	394,939.38
182500	Frank Southern Center	175,036.20	28,366.03		37,528.00		<b>(9,161.97)</b>	165,874.23
183500	Golf Course	208,121.70	6,095.79		20,629.18		<b>(14,533.39)</b>	193,588.31
184000	Natural Resources	248,977.29	1,217.50		42,698.82		<b>(41,481.32)</b>	207,495.97
184500	Allison Jukebox	170,562.07	37,593.94		24,633.24		<b>12,960.70</b>	183,522.77
*185000	TLRC	<b>(878,837.80)</b>	241,093.54		590,303.16		<b>(349,209.62)</b>	<b>(1,228,047.42)</b>
185009	TLRC Reserve	569,299.15	22,031.25		0.00		<b>22,031.25</b>	591,330.40
186500	Community Events	471,824.72	84,568.77		37,013.81		<b>47,554.96</b>	519,379.68
187001	Adult Sports	74,000.53	16,060.66		9,893.64		<b>6,167.02</b>	80,167.55
187202	Youth Sports	104,401.59	2,402.73		2,789.44		<b>(386.71)</b>	104,014.88
187209	Skate Park	543.88	0.00		0.00		<b>0.00</b>	543.88
187500	Benjamin Banneker Comm Cente	56,647.65	13,988.96		4,060.17		<b>9,928.79</b>	66,576.44
189000	Operations	137,207.83	48,384.00		4,204.46		<b>44,179.54</b>	181,387.37
189005	Dog Park	5,993.79	0.00		0.00		<b>0.00</b>	5,993.79
**189006	Switchyard Property	230,940.52	0.00		10,862.18		<b>(10,862.18)</b>	220,078.34
189500	Landscaping	12,704.36	0.00		0.00		<b>0.00</b>	12,704.36
189501	Cemeteries	1,497.00	0.00		0.00		<b>0.00</b>	1,497.00
189503	Urban Forestry	7,093.63	9,955.18		0.00		<b>9,955.18</b>	17,048.81
10002.01	Change Fund	0.00	0.00		0.00		<b>0.00</b>	0.00
201-24105	Deposits	0.00	0.00		0.00		<b>0.00</b>	0.00
	<b>TOTALS</b>	<b>2,228,654.45</b>	<b>534,775.20</b>	<b>0.00</b>	<b>787,887.82</b>	<b>0.00</b>	<b>(253,112.62)</b>	<b>1,975,541.83</b>

\* In 2017 \$298,280.63 of TLRC Expense is for Bloomington Park District Refunding Bonds

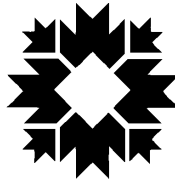
\*\* Switchyard Park expenses are paid from 2014 through 2017 Switchyard revenue.

<b>(253,112.62)</b>
<b>INCREASE/DECREASE FOR THE CURRENT</b>

# Bloomington Parks and Recreation Surplus Declaration Form

4/24/2018

Date	Area/Staff	Quantity/Item	Means of Disposal	Date Disposed
3-Apr	TLRC - Daren	standing lamp (broken)	TLRC Dumpster	
3-Apr	TLRC - Daren	2- security lights (broken)	TLRC Dumpster	
4-Apr	TLRC - Daren	T-Bar mount (broken)	JB Salvage	
4-Apr	Recreation - Becky Higgins	Vehicle 825 - 2001 Ford Taurus (replacement van on order)	City Auction	
10-Apr	Ops-Mark Marotz	Vehicle 834-1997 Ford 4X4 F250	City Auction	
11-Apr	Ops-Mark Marotz	3 planters	City Auction	
11-Apr	Community Events- Crystal Ritter	2, Audio Technica Pro 40 mic	City Auction	
11-Apr	Community Events- Crystal Ritter	2, Tube Tech ss-01 Speaker Stands	City Auction	
11-Apr	Community Events- Crystal Ritter	2, Audio Technica Pro 4L mics	City Auction	
11-Apr	Community Events- Crystal Ritter	Anchor Audio Liberty MPB4500HTP powered speaker	City Auction	
11-Apr	Community Events- Crystal Ritter	Anchor Audio Liberty MP4501 extension speaker	City Auction	
16-Apr	Ops-Mark Marotz	old torn up John Deer mower seat	Trash	
17-Apr	TLRC - Daren	old sponsorship banner	TLRC Dumpster	
18-Apr	Projector	old projector doesn't work	Send to IT for recycling	
		April Surplus Form closed, do not add and additional items		



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: B-4  
Date: 4/19/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Jess Klein  
**DATE:** 04/24/2018  
**SUBJECT:** Health & Wellness Coordinator Introduction

**Background**

My name is Jess Klein and I began my role as Health & Wellness Coordinator on April 23rd, 2018. I graduated from the Indiana University School of Public Health in May 2016 with a Master's in Kinesiology, with a major in Physical Activity, Fitness & Wellness. I previously graduated from York College of Pennsylvania in May 2012 with a Bachelor's in Sport Management and Marketing. I look forward to creating healthy opportunities and assisting with general recreation and special events with the parks department and the Bloomington community.

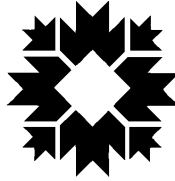
I was born and raised in Maryland, near Annapolis, and quite literally grew up in the Parks & Recreation system. I played sports year round, spent most weekends at parks, my parents were sometimes coaches, and I still keep in touch with teammates. I credit the recreation programs for teaching me teamwork, time management, perseverance, and of course a love for physical activity.

While in graduate school at IU, I was part of a group that conducted a case study of the Bloomington Parks and Recreation Department, and I was inspired and excited by the diverse range of programs and projects being offered at any given time. I can't wait to be part of this collaborative, hard-working team to provide active wellness opportunities to the people of Bloomington.

**RESPECTFULLY SUBMITTED,**

Jess Klein  
Health & Wellness Coordinator





**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-1  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Division Director  
**DATE:** April 24, 2018  
**SUBJECT:** Switchyard Park Construction Contract Review and Approval

**Recommendation**

It is recommended the Board award the construction contract for Switchyard Park to Weddle Brothers Building Group LLC at a total cost of \$25,857,200.00.

**Background**

Please see attachments. Two bids were received on 4/11; from Weddle Brothers and Crider and Crider. TIF Bond funding for the project (\$34M) which includes construction costs, project contingency, and other related project expenses, and the contract award to Weddle Brothers was approved by the Controller and Redevelopment Commission on 4/16.

With Board contract approval, construction is anticipated to begin in early May, with substantial completion of park construction by November 2019. Final completion is scheduled for May 31, 2020.

**RESPECTFULLY SUBMITTED,**

\_\_\_\_\_  
Dave Williams, Operations Division Director

	<b>Park Construction Expenses</b>
\$24,229,500	Park Construction - Base Bid
\$657,400	Add Alternate: Skatepark
\$336,000	Add Alternate: Overflow parking area at Rogers St.
\$93,500	Add Alternate: Pavilion Performance Lawn Limestone Seating
\$471,500	Add Alternate: Turf Sod (vs. turf seed)
\$69,300	Add Alternate: Picnic Shelter Seatwall/Fireplace
<b>\$25,857,200</b>	<b>Total Construction Expenses With Accepted Alternates</b>
<b>\$1,292,860</b>	<b>Construction Project Contingency (5%)</b>
	<b>Additional Project Expenses</b>
\$200,000	Furnishings and equipment for BPD Sub-Station and Park Pavilion
\$656,025	Duke Energy burial of existing overhead powerlines
\$800,000	COB IT department equipment, keying, Wi-Fi, camera surveillance
\$40,000	Public Art
\$653,600	Owner purchased items (trees, playground equipment, site furnishings)
\$1,275,000	Property acquisition
\$3,057,000	Consultant design and full-time construction inspection services
<b>\$6,681,625</b>	<b>Total Additional Project Expenses</b>
<b>\$33,831,685</b>	<b>Total Switchyard Park Project Expenses</b>

**Bid Tabulation Form**  
**Project: Switchyard Park**

Contractor Name	Weddle Brothers Building Group LLC	Crider and Crider LLC
Bid Form Attached:	Yes	Yes
Bid Form Supplements Attached:	Yes	Yes
Acknowledgement of Addenda Received:	Yes	Yes
Form 96	Yes	Yes
Bid Bond:	Yes	Yes
Affirmative Action Plan:	Yes	Yes
Base Bid	\$24,229,500.00	\$31,278,000.00
Alt. 1: Skatepark	\$657,400.00	\$580,000.00
Alt. 2: Bridge 1	\$167,700.00	\$388,000.00
Alt. 3: Overflow Parking Lot	\$336,000.00	\$395,000.00
Alt. 4: Performance Lawn Seating	\$93,500.00	\$80,000.00
Alt. 5: Sod	\$471,500.00	\$465,000.00
Alt. 6: Picnic Shelter Seatwall	\$69,300.00	\$175,000.00
Alt. 7: Reading Rock Pavers	-\$270,000.00	-\$265,000.00
Alt. 8: Unlock Pavers	\$306,200.00	\$295,000.00
<b>Total</b>	<b>\$26,061,100.00</b>	<b>\$33,391,000.00</b>

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT,  
REDEVELOPMENT COMMISSION  
AND  
WEDDLE BROTHERS BUILDING GROUP, LLC  
FOR  
SWITCHYARD PARK CONSTRUCTION**

**THIS AGREEMENT**, is executed by and between the City of Bloomington (the “CITY”), Indiana, Parks and Recreation Department through the Board of Park Commissioners (the “Board”), the Redevelopment Commission (the “Commission”) and Weddle Brothers Building Group, LLC, (the “CONTRACTOR”).

**WITNESSETH THAT:**

WHEREAS, the CITY desires to retain CONTRACTOR’S services for **SCOPE OF WORK** (more particularly described in Attachment A, “Scope of Work”); and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

**ARTICLE 1. TERM**

**1.01** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

**ARTICLE 2. SERVICES**

**2.01** CONTRACTOR shall complete all work required under this Agreement within **753 (seven hundred and fifty-three) calendar days** from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

**2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to the CITY. It is hereby agreed that the CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay the CITY said damages or, in the alternative, the CITY, at its sole discretion, may withhold monies otherwise

due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit the CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the CITY of any of its rights herein.

### **ARTICLE 3. COMPENSATION**

**3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02** Upon the submittal of approved claims, the CITY shall compensate CONTRACTOR in an amount not to exceed twenty-five million eight hundred fifty-seven thousand two hundred dollars (\$25,857,200.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

**3.03** CONTRACTOR may submit an Application for Payment no more frequently than every two weeks. Prior to the submission of the first Application for Payment, the CONTRACTOR shall submit a schedule of values that allocates the entire Contract Sum among various portion of the Work. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Any Application for Payment must be reviewed and approved by the City Engineer or the Engineer's representative in accordance with the bid packet. Based upon Applications for Payment submitted to the CITY Controller's Office by the CONTRACTOR, the CITY shall make progress payments by percentage of the work completed. The CITY will pay the CONTRACTOR not later than 45 days after the claim has been approved for payment. Payment to the CONTRACTOR shall also be subject to the retainage and Escrow Agreement provided below.

**3.04** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.05** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.06** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to City Engineer or the Engineer's representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

**3.07 Engineer** The City Engineer shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

#### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which CONTRACTOR requested Progressive Payments on its Bid Form, the CITY requires that retainage be held set out below.

**4.01 Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

**4.02 Retainage Amount** The escrow agent, CITY and CONTRACTOR shall enter into a written escrow agreement. Under that agreement, the CITY shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if CONTRACTOR intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.03 Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the CITY and CONTRACTOR that the Contract work has been substantially completed to the reasonable satisfaction of the CITY, at which time the CITY shall pay to the CONTRACTOR the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the CONTRACTOR the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit CITY from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.04 Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the CITY, the CITY may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the CITY that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by the CITY or another party under contract with the CITY, said funds shall be released to the CITY.

## **ARTICLE 5. GENERAL PROVISIONS**

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

### **5.02 Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

**5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**5.02.03** **Default:** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY ENGINEER or the Engineer's representative.

Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.

Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.

**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

**5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

**5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

### **5.03 Successors and Assigns**

**5.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

### **5.04 Extent of Agreement: Integration**

**5.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.



4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

## **5.05 Insurance**

### **5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate

The Deductible on the Umbrella Liability shall not be more than \$10,000

**5.05.02** CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

- Premises and operations;
- Contractual liability insurance as applicable to any hold-harmless agreements;
- Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
- Broad form property damage - including completed operations;
- Fellow employee claims under Personal Injury; and
- Independent Contractors.

**5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

**5.06 Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08 Non-Discrimination**

**5.08.01** CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

**5.08.02** CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

**5.08.03** FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09** **Workmanship and Quality of Materials**

**5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

**5.09.02** OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract

Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer or the Engineer's representative and are not subject to arbitration.

**5.10 Safety.** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

**5.11 Amendments/Changes**

**5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

**5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

**5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

**5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

**5.12 Performance Bond and Payment Bond**

**5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

**5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

**5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 *et seq.* or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**5.13 Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

**5.13.01** The surety of the Payment Bond may not be released until one (1) year after the Board’s final settlement with the CONTRACTOR.

**5.14 Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Lee E. Carmichael
Attn: Dave Williams, Operations Director	Weddle Bros. Building Group, LLC
401 N. Morton St., Suite 250	2182 W. Industrial Park
Bloomington, Indiana 47404	Bloomington, IN 47402

**5.15 Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party’s right to demand later compliance with the same or other provisions of this Agreement.

**5.16 Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the “Scope of Work” of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17 Steel or Foundry Products**

**5.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract

or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

**5.17.02** Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

**5.17.03** Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

**5.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.

**5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

**5.18 Verification of Employees' Immigration Status**

Contractor 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). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. “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.

Contractor 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 the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor 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. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

**5.19 Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or

more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: \_\_\_\_\_

City of Bloomington

BY:

BY:

\_\_\_\_\_  
Kathleen Mills, President,  
Board of Park Commissioners

\_\_\_\_\_  
Lee Carmichel, President  
Weddle Bros. Building Group, LLC

\_\_\_\_\_  
Paula McDevitt, Director,  
Parks and Recreation Dept.

\_\_\_\_\_  
Don Griffin, President,  
Redevelopment Commission

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

## **ATTACHMENT A**

### **“SCOPE OF WORK”**

#### **SWITCHYARD PARK CONSTRUCTION**

The project shall include, but is not limited to, demolition of existing buildings and bridges, general site demolition and environmental remediation, earthwork, utility installation, renovation of existing building and bridges, construction of new bridges, railings, buildings, and structures, parking lots, concrete and asphalt walks and trails, permeable and non-permeable unit paving, sports courts, spray plaza water feature, gathering lawns, playground, dog park, custom site furnishings and amenities, creation of a new wetland, native plantings and invasive plant management, and the installation of additional landscape plantings. All work shall be completed as shown on the plans and specifications included with this packet. The project location (main entrance) is located at 1611 S. Rogers Street.



**ATTACHMENT B**

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				<b>Total</b>	\$ _____

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT C

“E-Verify AFFIDAVIT”

STATE OF INDIANA )
)SS:
COUNTY OF \_\_\_\_\_)

E-Verify AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

- 1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF INDIANA )
)SS:
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

**ATTACHMENT D**

**COMPLIANCE AFFIDAVIT  
REGARDING INDIANA CODE CHAPTER 4-13-18  
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of  
  (job title)  
\_\_\_\_\_  
  (company name).
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - iii.     has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - iv.     is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor’s submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared  
\_\_\_\_\_ and acknowledged the execution of the foregoing this  
\_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

**ATTACHMENT E**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WEDDLE BROS. BUILDING GROUP, LLC

By: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires on:  
\_\_\_\_\_

**ATTACHMENT 'F'**  
**ESCROW AGREEMENT**

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_ day of April 2018, by and between the City of Bloomington, Indiana, Board of Park Commissioners (the "Board"), the Redevelopment Commission ("Commission") (collectively referred to as the "City" herein), and \_\_\_\_\_, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The City and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the City and Contractor entered into an Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2018, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by City to Contractor shall be retained by City (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the City retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the City shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof,

such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the City and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the City and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged

and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or City shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the City and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and



the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Board:

City of Bloomington Board of Park Commissioners  
401 N. Morton Street, Suite 250  
Bloomington IN 47404  
Attn: Paula McDevitt, Director

If to Commission:

Redevelopment Commission  
401 N. Morton Street, Suite 150  
Bloomington IN 47404  
Attn: Alex Crowley

If to Escrow Agent:

First Financial Bank 536 N. College Ave.  
Bloomington, IN 47404  
Attn: Cindy Kinnarney

**If to Contractor:**

Name: Weddle Bros. Building Group, LLC  
Address: 2182 W. Industrial Park  
City/State: Bloomington, IN 47402  
Attn: Lee E. Carmichael, President

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

**CITY:**

City of Bloomington, Board of Park Commissioners

By: \_\_\_\_\_  
Kathleen Mills, President

City of Bloomington, Redevelopment Commission

By: \_\_\_\_\_  
Don Griffin, President

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: Lee E. Carmichael

Title: President

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AUTHORIZATION TO RELEASE ESCROW FUNDS**

First Financial Bank  
536 N. College Avenue  
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of \_\_\_\_\_, 20\_\_\_\_, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: \_\_\_\_\_

Account Holder/Contractor: \_\_\_\_\_

Primary Account Number: \_\_\_\_\_

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of the undersigned's willful misconduct or negligence.

Sincerely,

**THE ESCROW PARTIES:**

The City of Bloomington

Weddle Bros. Building Group, LLC

By: \_\_\_\_\_  
Dave Williams, Operations and Development Director

By: \_\_\_\_\_  
Lee E. Carmichael, President

By: \_\_\_\_\_  
Don Griffin, President, Redevelopment Commission

**Reviewed and Approved By:**

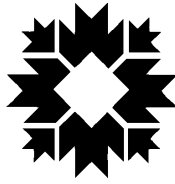
\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

Escrow Agent  
First Financial Bank

Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title



CITY OF BLOOMINGTON  
parks and recreation

**STAFF REPORT**

Agenda Item: C-2  
Date: 4/24/18

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** April 24, 2018  
**SUBJECT: REVIEW/APPROVAL OF CONSULTANT CONTRACT AGREEMENT  
RCA PARK TRAIL REHABILITATION**

**Recommendation**

It is recommended the Board approve a consultant contract agreement with Mader Design for TIF funded rehabilitation to the north and south loop trails at RCA Park.

**Background**

The south loop trail, constructed in 1994, is in very poor condition and needs to be reconstructed with stormwater conveyances to accommodate drainage flow from upstream developments. In addition, rehabilitation of a short section of the north loop trail is required. Mader Design will complete a topographic survey, design a new accessible trail route, prepare bidding documents, assist with bidding, and provide assistance to staff with onsite construction inspection. Total cost of the consultant agreement, including survey, is \$25,500.

**RESPECTFULLY SUBMITTED,**

---

Dave Williams, Operations Director





**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MADER DESIGN, LLC.  
FOR  
RCA PARK TRAIL REHABILITATION**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Mader Design, LLC (“Consultant”),

**WITNESSETH:**

WHEREAS, the Department wishes to acquire design for rehabilitation of the loop walking trail at RCA Park; and

WHEREAS, the Department requires the services of a professional consultant in order to perform these design services (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before December 31, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Dave Williams as the Department’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under

similar circumstances (“Standard of Care”). Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department**

The Department shall provide all necessary information regarding requirements for the Services. The Department 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 Department’s Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Twenty Five Thousand Five Hundred Dollars and zero cents (\$25,500). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. 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 invoice shall be sent to:

Dave Williams  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule**

Consultant shall perform the Services according to the schedule set forth in Exhibit B, Project Schedule, attached hereto and incorporated herein by reference. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**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 Department may terminate or suspend performance of this Agreement at the Department’s prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to 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 Department, as set forth in Article 10 herein.

**Article 8. Identity of the Consultant**

Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed 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 Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Opinions of Probable Cost**

All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant 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 Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Instruments of Service**

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

**Article 11. Ownership of Documents and Intellectual Property**

The final construction documents prepared under this agreement shall become the property of the Client upon completion of the services and payment in full of all monies due to the Consultant. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 12. Independent Contractor Status**

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Consultant 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 13. Indemnification**

Consultant shall indemnify, and hold harmless the City of Bloomington, the Department, and the officers, and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively “Claims”).

**Article 14. 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 combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant’s provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department’s required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 15. 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 under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. 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 17. 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 18. Assignment**

Neither the Department nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 19. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

**Article 20. 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 the Monroe Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination**

Consultant shall comply with City of Bloomington Ordinance 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 22. Compliance with Laws**

In performing the Services under this Agreement, 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 in place at the time this agreement is signed and accordance with the standard of care. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**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 C, affirming that Consultant does not knowingly employ an unauthorized alien. "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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or

retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the 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 the contract with the City.

**Article 24. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:**

City of Bloomington  
Dave Williams  
401 N. Morton, Suite 250  
Bloomington, Indiana 47402

**Consultant:**

Mader Design, LLC  
Jeff Mader  
7506 S Madison Ave.  
Indianapolis, IN 46227

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

**Article 25. Intent to be Bound**

The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners 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 26. Integration and Modification**

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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.

**Article 27. Non-Collusion**

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall

sign an affidavit, attached hereto as Exhibit D, affirming that Consultant has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

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

**CITY OF BLOOMINGTON**

**Mader Design, LLC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Jeff Mader, President

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Paula McDevitt, Director

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners

## EXHIBIT A

### “Scope of Work”

The Services shall include the following:

#### Project Scope

Mader Design shall provide professional landscape architectural services to provide:

#### **A. RCA Park**

Project scope is anticipated to include a replacement of the trails around the perimeter of the site, including asphalt walkways, boardwalks replacement/improvements, consideration for new/additional culverts to help better manage storm drainage's impact to the trail system and ongoing maintenance. Project budget is anticipated to be approximately \$224,000.

1. Assist with solicitation of Survey (to be included as reimbursable expense to this contract), enlist Bledsoe Riggert Cooper James, Inc. as surveyor, review and comment on completed survey to be used for site base plan. Anticipate survey shall include approximately 25-40' wide along existing trail alignment, and approximately 50' each side of a swale crossing. Anticipate conducting site visit to coordinate with surveyor the route and locations needed for inclusion in the survey.
2. Site visit to review existing conditions with survey, and prepare informal site assessment, and meet with Client to kickoff the project and begin design discussions.
3. Develop preliminary route/trail layout, primarily following existing route. Develop options for swale/drainage crossings considering boardwalk or raised pathway, culverts, and other methods of effective and budget conscious alternatives.
  - i. We anticipate being able to achieve crossings with minimal impact to drainage ways and without the need for impacting Waters of the US or requiring any special reviews or permitting.
  - ii. Civil engineer will be engaged in this project to provide review/input into grading/drainage, and basic coordination with City Engineer related to project parameters and requirements. City/regulatory agency reviews are not anticipated for this project, but may be provided as Additional Services if they become necessary.
4. Develop Construction Documents detailing trails and boardwalks/swale crossings. Facilitate 2 meetings with Client during Construction Document Phase to review design/documentation progress, review design/material options, and make decisions for the project. Bid documents shall include:
  - i. Existing Conditions and Demolition Plan.
  - ii. Site Layout Plan with dimensions and materials labeled, primarily indicating the route of the trail.
  - iii. Site Grading Plan indicating basic existing and proposed contours and spot elevations, basic drainage, and erosion control measures. Grading plan will primarily be developed with guidelines for longitudinal and cross slope limits. We do not anticipate developing regular cross sections or longitudinal sections of the trail.
  - iv. Planting Plan (may be included in Site Layout Plan), indicating trees, plants, lawn improvements, etc.
  - v. Site and Landscape Details indicating hardscape materials and assemblies as well as planting details.
  - vi. Written Specifications, primarily for boardwalks or other swale crossing materials. Other written specifications may be included on drawings or within technical specification booklet as appropriate. It is anticipated that Client will provide front end bidding and contract documents per City/Department standards for us to make minor edits.
5. Provide drawings and specifications to Client's preferred vendor for reproduction/plan room to facilitate Bidder's procurement of Construction Documents.
6. Review Bids received by Client, review, Inquire with Bidders if questions arise, and assist in making recommendations to Client.
7. During Construction Phase, provide services such as answer contractor questions, review submittals, and Client updates.
8. Approximately 6-8 Construction/Site meetings shall be provided, to include a preliminary and final Site Observation Report (punch list).

**EXHIBIT B**

**“Project Schedule”**

This project will be completed by December 31, 2019.

**EXHIBIT C  
E-VERIFY AFFIDAVIT**

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public's Signature

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

County of Residence: \_\_\_\_\_



**EXHIBIT D**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Mader Design, LLC.

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item C-3  
Date: 04-24-2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dave Williams, Operations Director  
**DATE:** April 10, 2018  
**SUBJECT:** **REVIEW/APPROVAL OF CONSULTANT CONTRACT AGREEMENT  
ADDENDUM – PEOPLES PARK**

**Recommendation**

It is recommended the Board approve a consultant contract agreement addendum to extend the project schedule with Rundell Ernstberger Associates for the provision of conceptual design concepts and improvements to Peoples Park.

**Background**

A contract addendum is required in order to keep the existing contract open and to preserve the remaining funds allocated for this project.

**RESPECTFULLY SUBMITTED,**

---

**Dave Williams, Operations Director**

**ADDENDUM I**  
**TO**  
**AGREEMENT FOR CONSULTANT SERVICES**  
(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2018)

WHEREAS, on August 22, 2017, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Rundell Ernstberger Associates (“Consultant”) to prepare conceptual design alternatives for Peoples Park; and

WHEREAS, the Department wishes to extend the project timeline and contractual schedule for the project; and

WHEREAS, the Consultant is in agreement with said changes; and

WHEREAS, pursuant to Article 26 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

NOW, THEREFORE, the parties hereto mutually agree as follows:

**Article 1. Term:** To amend the Agreement to reflect the continuation of the project and extension of the contractual schedule and completion date to December 31, 2018 as specified in Exhibit A, “Project Schedule”, attached hereto and incorporated into this Addendum.

**Article 2. Modification:** All other terms of the original Agreement (entered into on August 22, 2017) are still intact. Any other modification to said Agreement shall be in writing per Article 26 of the Agreement.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

**CITY OF BLOOMINGTON**

**RUNDELL ERNSTBERGER**  
**ASSOCIATES**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Kevin Osburn

\_\_\_\_\_  
Kathleen Mills, Park Board President  
Board of Park Commissioners

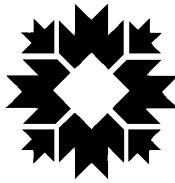
\_\_\_\_\_  
Title of Consultant Representative

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**EXHIBIT "A"**

**PROJECT SCHEDULE – REVISED**

<b>Notice to Proceed</b>	8/29/17
<b>Preliminary Concepts</b>	8/29/17-9/19/17
<b>Conceptual Plan Development</b>	9/19/17 – 10/10/17
<b>Conceptual Plan Review</b>	9/19/17 – 10/10/17
<b>Final Deliverables and Approval</b>	10/10/17 – 12/31/18



CITY OF BLOOMINGTON  
parks and recreation

**STAFF REPORT**

Agenda Item: C-4  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Crystal Ritter  
**DATE:** March 1<sup>st</sup>, 2018  
**SUBJECT:** REVIEW/APPROVAL OF THE PARTNERSHIP AGREEMENT WITH THE RYDER FILM SERIES

**Recommendation**

Staff recommends the approval of the partnership agreement with the Ryder Film Series to obtain movie rights for the 2018 Movies in the Parks series.

**Background**

The partnership with the Ryder Film Series has brought free public screenings of movies from classics, to action; from sci-fi to romances; from children's animations to documentaries for the last 20 years to the Bloomington community. This partnership provides a way to screen these movies each summer, and this year our plan is to offer the community 6 films in 4 locations: Bryan Park Pool, Bryan Park by the North Shelter (location they have been before), Rev. Ernest Butler Park, and Twin Lakes Sports Park.

Changes to this year's partnership include compensating the Ryder additional amount equal to half of the remainder of movie sponsorship revenue, in an amount not to exceed One Thousand Eight Hundred Dollars (\$1800.00) in addition to the cost of the movie rights and shipping fees. (We pay the Ryder an amount not to exceed One Thousand Five Hundred Dollars (\$1500.00) for the movie rights and shipping fees.) The Ryder will provide monthly ¼ size advertisements in The Ryder magazine promoting Movies in the Park series. The Ryder will provide access to marketing pieces (logos, pictures, etc) associated with selected movies for the Movies in the Park Series.

**RESPECTFULLY SUBMITTED,**

Crystal Ritter, Community Events Coordinator

**PROGRAM PARTNERSHIP AGREEMENT BETWEEN THE CITY OF  
BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND THE RYDER  
FILM SERIES**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and The Ryder Film Series (“Ryder”).

**WHEREAS**, BPRD and Ryder desire to cooperate in the provision of free outdoor movies for the benefit of the general public; and

**WHEREAS**, Ryder is qualified to perform such services with BPRD; and

**WHEREAS**, BPRD is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein, the Partners to this Agreement agree as follows:

**1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership which provides for increased entertainment opportunities for the Bloomington community by combining available resources from each partner to the Agreement.

**2.0 Duration of Agreement:**

This Agreement shall be in full force and effect from April 2, 2018, to December 31, 2018, unless early termination occurs as described in Article 7 of this Agreement.

**3.0 Bloomington Parks & Recreation:**

The goal of BPRD is to build a positive relationship with Ryder in order to provide more affordable entertainment opportunities for the Bloomington community. BPRD agrees to:

- 3.1.** Provide a screen, sound equipment, projector, and staffing for the *Movies in the Park* movie series and any other movies shown in BPRD facilities.
- 3.2.** Secure financial sponsorship and schedule movie times for the *Movies in the Park* movie series and any other movies shown in BPRD facilities.
- 3.3.** Promote the *Movies in the Park* in a quarterly Program Guide and through public service announcements and news releases, listing Ryder as a co-sponsor in all publicity.
- 3.4.** Work with Ryder on selecting appropriate films for movies shown in BPRD facilities. The total cost of the movie rights and shipping fees for the *Movies in the Park* Series shall be no more than One Thousand Five Hundred Dollars

(\$1500.00). The BPRD also has the option to obtain a movie on its own and not pay shipping fees. Additional costs will be associated with any additional films added at later dates within the year.

- 3.5. Compensate Ryder for the cost of the movie rights and shipping costs, plus an additional amount equal to half of the remainder of movie sponsorship revenue, in an amount not to exceed One Thousand Eight Hundred Dollars (\$1800.00).
- 3.6. Pay Ryder in two (2) installments, one following the third movie and one following the sixth movie. BPRD will e-mail Ryder after the third and sixth (last) movie to secure an invoice for the amount due, and will pay the invoice within thirty (30) days after receipt. In the event that a movie is rescheduled, BPRD will cover any additional shipping fees. Additional movies scheduled by BPRD staff will be invoiced separately by program areas.

#### **4.0 Ryder:**

The goal of Ryder is to provide free outdoor movies to the Bloomington community. Ryder agrees to:

- 4.1. Promote *Movies in the Park* in its film series calendar, listing BPRD as a co-sponsor in all publicity.
- 4.2. Provide two (2) full-page advertisements to thank and appreciate the movie sponsors in The Ryder magazine, one in the month before the series begins and one in the month after the series ends.
- 4.3. Provide monthly ¼ size advertisements in The Ryder magazine promoting *Movies in the Park*.
- 4.4. Work with BPRD on selecting appropriate films for Movies in the Park Series as well as any additional movies shown in BPRD facilities.
- 4.5. Provide invoices for payment by BPRD. Following the third and sixth (last) movies. Ryder will provide an invoice to BPRD for the amount due. Separate invoices will be sent to program areas if additional movies are scheduled.
- 4.6. Secure all movies and the rights to show the movies.
- 4.7. Ryder will consult with BPRD staff on best practices and industry trends.
- 4.8. Ryder will provide access to marketing pieces (logos, pictures, etc) associated with selected movies for the Movies in the Park Series.

#### **5.0 Terms Mutually Agreed To By All Partners To This Agreement:**

The intent of this Agreement is to document a mutually beneficial partnership between BPRD and Ryder.

- 5.1. The staff and personnel involved will at all times represent all partners to this Agreement in a professional manner and reflect the commitment of both partners to quality services and customer satisfaction.
- 5.2. The commitment of personnel, promotions, equipment and funding sources will be honored according to the timetable agreed upon by all partners.
- 5.3. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.
- 5.4. The possession of drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.
- 5.5. This Agreement and the services provided will be evaluated in January 2019.

**6.0 Notice and Agreement Representatives:**

- 6.1. Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

**Bloomington Parks & Recreation**  
 Becky Higgins  
 Box 848  
 Bloomington, IN 47402  
[barrickb@bloomington.in.gov](mailto:barrickb@bloomington.in.gov)  
 812-349-3713

**Ryder**  
 Peter Lopilato  
 405 West Fourth St.  
 Bloomington, IN 47404  
 812-339-2002

- 6.2. Agreement representatives for the day-to-day operations and implementation of this Agreement shall be:

**Bloomington Parks & Recreation**  
 Crystal Ritter  
 Box 848  
 Bloomington, IN 47402  
[ritterc@bloomington.in.gov](mailto:ritterc@bloomington.in.gov)  
 812-349-3725

**Ryder**  
 Peter Lopilato  
 405 West Fourth St.  
 Bloomington, IN 47404  
 812-339-2002

**7.0 Termination:**

- 7.1. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2018, by mutual written agreement only.
- 7.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve



written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**8.0 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 anyway affect the other 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.

**9.0 Release and Hold Harmless Agreement:**

Ryder, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.

**10.0 E-Verify:**

Ryde 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). Ryder shall sign an affidavit, attached as Exhibit A, affirming that Ryder does not knowingly employ an unauthorized alien. Ryder shall require any subcontractors performing work under this contract to certify to Ryder 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. Ryder shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

IN WITNESS WHEREOF, the partners have signed this Agreement on the date first set forth.

**CITY OF BLOOMINGTON**

**THE RYDER FILM SERIES**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Peter Lopilato

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Paula McDevitt, Director

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners

**EXHIBIT A  
E-VERIFY AFFIDAVIT**

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

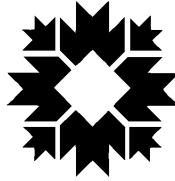
\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-5  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Barb Dunbar  
**DATE:** April 3, 2018  
**SUBJECT:** Review/Approval of Service Agreement with Aramark Uniform & Career Apparel Group, Inc

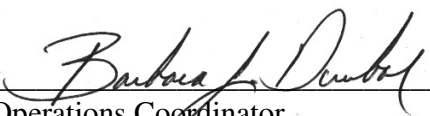
**Recommendation**

Staff recommends the review/approval of a Service Agreement for the Operations Division which will provide weekly laundered uniform and mat services. Five RFT staff have elected to take part in this program. This program is a 50% cost share between the City and the employee.

**Background**

This is a new opportunity for Operations staff. In the past, these employees were fashioned with uniforms in the same manner that all other RFT and seasonal staff were. However, those types of clothing were not always suited to the type of work this group is subjected to on a daily basis. This much affordable program will allow more suitable workwear to the employee and offer the convenience of weekly laundering.

**RESPECTFULLY SUBMITTED,**

  
Operations Coordinator

**AMENDMENT TO AGREEMENT BETWEEN  
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT  
AND  
ARAMARK UNIFORM SERVICES**  
(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2018)

WHEREAS, City of Bloomington Parks and Recreation Department (“Customer”) wishes to enter into an agreement with Aramark Uniform Services (“AUS”); and  
WHEREAS, AUS has a Service Agreement (“Agreement”) in place; and  
WHEREAS, the Agreement shall be amended to incorporate the City of Bloomington’s requirements.  
NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to amend the Agreement as follows:

**Article 1. Appropriation of Funds** Notwithstanding any other provision of the Agreement, if funds for the continued fulfillment of the Agreement by the Customer are at any time not forthcoming or are insufficient, through failure of any entity, including the Customer itself, to appropriate funds or otherwise, then the Customer shall have the right to terminate the Agreement without penalty.

**Article 2. Indemnification** AUS shall defend, indemnify, and hold harmless the City of Bloomington, the Customer, and the officers, agents and employees of the City and the Customer from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement and occasioned by the willful misconduct or reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the AUS or its agents or employees, or any independent contractors directly responsible to it (collectively “Claims”).

**Article 3. Insurance** During the performance of any and all Services under the Agreement, AUS shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; and c) Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. 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 Customer, and the officers, employees and agents of each shall be named as insureds under the General Liability and Automobile policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. AUS shall provide evidence of each insurance policy to the Customer prior to the commencement of work under this Amendment.

**Article 4. Waiver** No failure of either party to enforce a term of the 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 the Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 5. Severability** The invalidity, illegality or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of the Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

**Article 6. Governing Law and Venue** The Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under the Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 7. Non-Discrimination** AUS shall comply with City of Bloomington Ordinance 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 8. E-Verify** AUS 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). AUS shall sign an affidavit, attached as Exhibit A, affirming that AUS does not knowingly employ an unauthorized alien. AUS shall require any subcontractors performing work under this contract to certify to the AUS 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. AUS shall maintain on file all subcontractors’ certifications throughout the term of the contract with the City.

**Article 9. Modification** The Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 14. Non-Collusion** AUS is required to certify that it has not, nor has any other member, representative, or agent of AUS, entered into any combination, collusion, or Agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. AUS shall sign an affidavit, attached hereto as Exhibit B, affirming that AUS has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**CITY OF BLOOMINGTON**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Paula McDevitt, Director

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners

**ARAMARK UNIFORM SERVICES**

\_\_\_\_\_  
Name of Signatory, Title

\_\_\_\_\_  
Signature

**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

STATE OF INDIANA             )  
   )SS:  
 COUNTY OF \_\_\_\_\_)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
   (job title)    (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

STATE OF INDIANA             )  
   )SS:  
 COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
 Notary Public's Signature                                  My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name of Notary Public                                  County of Residence: \_\_\_\_\_

**EXHIBIT B**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or Amendment with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ARAMARK UNIFORM SERVICES**

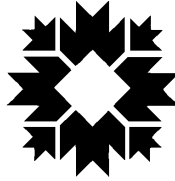
By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_ County of Residence: \_\_\_\_\_  
Printed Name of Notary Public



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-6  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Joanna Sparks, City Landscaper  
**DATE:** April 5, 2018  
**SUBJECT:** **REVIEW/APPROVAL OF Services Agreement with Ronnie G. Pursell**

**Recommendation**

Staff recommends the approval of the Services Agreement with Ronnie G. Pursell to repair and reset headstones at Rose Hill Cemetery.

**Background**

Many of the headstones in the oldest sections of Rose Hill Cemetery are in need of attention. Over time the earth settles around them and they tip over. Some of them being well over 100 years old, there are no longer any family members in the area to maintain them. In order to prevent these headstones from disappearing into the earth or incurring damage from lawn equipment we attempt to reset and/or repair as many headstones as time and budget allow each year.

Ronnie G. Pursell has been performing quality repairs for us for several years. He has decades of experience repairing really old headstones and does it with a great amount of skill.

**RESPECTFULLY SUBMITTED,**

*Joanna Sparks*

Joanna Sparks  
City Landscaper

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND RONNIE G. PURSELL

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Ronnie G. Pursell ("Consultant"),

**Article 1. Scope of Services** Consultant shall provide the headstone repairs in Rose Hill Cemetery ("Services"). Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before June 30, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joanna Sparks as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care** Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed Two Thousand Four Hundred and Ninety Nine Dollars (\$2499.00). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Joanna Sparks, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. 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. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule** Consultant shall perform the Services by June 30, 2018. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to 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 Department, as set forth in Article 9 herein.

**Article 8. Identity of the Consultant** Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed 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 Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Consultant 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 11. Indemnification** Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 12. 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 combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

**Article 13. 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 under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.



**Article 14. 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 15. 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 16. Assignment** Neither the Department nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**Article 18. 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 the Monroe Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination** Consultant shall comply with City of Bloomington Ordinance 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 20. Compliance with Laws** In performing the Services under this Agreement, 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 over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. 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. Consultant shall require any subcontractors performing work under this contract to certify to the 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 the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:** City of Bloomington Parks and Recreation, **Attn: Joanna Sparks, 401 N. Morton Suite 250, Bloomington, IN 47402.**

**Consultant:** Ronnie Gene Pursell, 2103 South Kirby Road, Bloomington, IN 47403. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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.

**Article 24. Non-Collusion** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit B, affirming that Consultant has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**CITY OF BLOOMINGTON**

**Ronnie G. Pursell**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Ronnie G. Pursell, Owner

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Paula McDevitt, Director

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners



**EXHIBIT B**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Ronnie G. Pursell

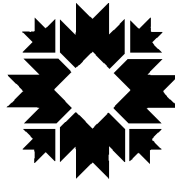
By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_ County of Residence: \_\_\_\_\_  
Printed Name of Notary Public



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-7  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Bill Ream, Community Events Coordinator  
**DATE:** April 24, 2018  
**SUBJECT:** **Contract for Services with Rural Transit**

**Recommendation**

Staff recommends the approval of the contract for services with Rural Transit for transportation services at the 50+ Expo event.

Bloomington Parks and Recreation will be hiring Rural Transit to provide transportation services via bus between the Twin Lakes Recreation Center and the Twin Lakes Sports Park parking lot for attendees and exhibitors at the 50+ Expo event on Wednesday May 9, 2018. The two facilities are connected via a parks road and the bus and people riding the bus will not be on any city streets.

**RESPECTFULLY SUBMITTED,**

*Bill Ream*

\_\_\_\_\_  
Bill Ream, Community Events Coordinator

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND RURAL TRANSIT

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Rural Transit ("Consultant"),

**Article 1. Scope of Services** Consultant shall transport attendees and exhibitors at the 50+ Expo Event via bus between the Twin Lakes Recreation Center and the Twin Lake Sports Park parking lot ("Services"). Transportation will be provided at the rate of \$50 per hour and \$1 per mile driven. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before May 9<sup>th</sup>, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Bill Ream as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care** Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed Five Hundred (\$500) Dollars. Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Bill Ream, City of Bloomington, 401 N. Morton St, Suite 250, Bloomington, Indiana 47404. 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. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule** Consultant shall perform the Services on Wednesday May 9<sup>th</sup>, 2018 from 10:30am-6:30pm ("Schedule"). The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to 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 Department, as set forth in Article 9 herein.

**Article 8. Identity of the Consultant** Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed 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 Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Consultant 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 11. Indemnification** Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 12. 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 combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute

to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

**Article 13. 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 under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 14. 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 15. 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 16. Assignment** Neither the Department nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**Article 18. 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 the Monroe Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination** Consultant shall comply with City of Bloomington Ordinance 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 20. Compliance with Laws** In performing the Services under this Agreement, 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 over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. 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. Consultant shall require any subcontractors performing work under this contract to certify to the 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 the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department: City of Bloomington, Attn: Bill Ream, 401 N. Morton Suite 250, Bloomington, IN 47404. Consultant: Rural Transit Attn: Herb Ault, 631 W. Edgewood Drive, Ellettsville, IN 47429.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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.

**Article 24. Non-Collusion** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit B, affirming that Consultant has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**CITY OF BLOOMINGTON**

**RURAL TRANSIT**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Herb Ault, Dispatcher

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Paula McDevitt, Director

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners



**EXHIBIT B**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Rural Transit

By: \_\_\_\_\_  
\_\_\_\_\_

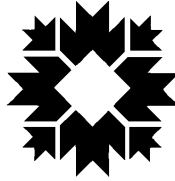
STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_ County of Residence: \_\_\_\_\_  
Printed Name of Notary Public





**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-8  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Division Director Sports  
**DATE:** April 19, 2018  
**SUBJECT:** **REVIEW/APPROVAL OF CONTRACT WITH MADER DESIGN LLC**

**Recommendation**

Staff recommends approval of this contract for services.

**Background**

This project is to design and produce construction documents to store and discard the large amount of tree and yard waste produced by the City of Bloomington. Additionally, the construction documents will map out erosion control improvements at the Lower North Cascades parking lot where Griffy Lake overflows and leaves debris. The construction budget is approximately \$165,000.

Mader Design LLC is a landscape design service consultant that has done work for the department in the past. The work has been exceptional and cost of services has been very competitive. They are working on another project that helps keep the cost of this one down. The proposal is for \$17,500 with a possible \$2,000 in reimbursable expenses but we do not foresee it being near that much.

**RESPECTFULLY SUBMITTED,**

\_\_\_\_\_  
Sports Division Director

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON  
PARKS AND RECREATION DEPARTMENT  
AND  
MADER DESIGN, LLC.  
FOR  
LOWER CASCADES GREEN YARD WASTE**

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Mader Design, LLC (“Consultant”),

**WITNESSETH:**

WHEREAS, the Department wishes to have landscape design services; and

WHEREAS, the Department requires the services of a professional consultant in order to perform landscape design services (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Department.

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

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with John Turnbull as the Department’s Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care**

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department**

The Department shall provide all necessary information regarding requirements for the Services. The Department 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 Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation**

The Department shall pay Consultant for all fees and expenses in an amount not to exceed Nineteen Thousand Five Hundred Dollars (\$19,500). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. 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 invoice shall be sent to:

John Turnbull  
City of Bloomington  
401 N. Morton, Suite 250  
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule**

Consultant shall perform the Services by December 31, 2018. The time established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**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 Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to 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 Department, as set forth in Article 10 herein.

**Article 8. Identity of the Consultant**

Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed 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 Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Opinions of Probable Cost**

All opinions of probable construction cost to be provided by Consultant shall represent the best judgment of Consultant 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 Department has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Department cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

**Article 10. Reuse of Instruments of Service**

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the Department's sole risk and without liability or legal exposure to Consultant. The Department shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

**Article 11. Ownership of Documents and Intellectual Property**

All final construction documents prepared under this Agreement shall become the property of Department upon completion of the services and payment in full of all monies due to the Consultant. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 12. Independent Contractor Status**

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Consultant 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 13. Indemnification**

Consultant shall, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent

act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 14. 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 combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$2,000,000 annual aggregate.
- d. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

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 Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

**Article 15. 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 under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. 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 17. 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 18. Assignment**

Neither the Department nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 19. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Consultant.

**Article 20. 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 the Monroe Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination**

Consultant shall comply with City of Bloomington Ordinance 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 22. Compliance with Laws**

In performing the Services under this Agreement, 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 in place at the time this agreement is signed and accordance with the standard of care. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**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 B, affirming that Consultant does not knowingly employ an unauthorized alien. "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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation

within the 30 day period, the City shall terminate the contract, unless the City Commission or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the 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 the contract with the City.

**Article 24. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:**

City of Bloomington  
Attn: John Turnbull  
401 N. Morton, Suite 250  
Bloomington, Indiana 47402

**Consultant:**

Jeff Mader  
Mader Design LLC  
7506 S. Madison Ave.  
Indianapolis, IN 46227

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

**Article 25. Intent to be Bound**

The Department and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners 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 26. Integration and Modification**

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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.

**Article 27. Non-Collusion**

Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit C, affirming that Consultant has not engaged in any collusive conduct. Exhibit C is attached hereto and incorporated by reference as though fully set forth.

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

**CITY OF BLOOMINGTON**

**Mader Design LLC**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Jeff Mader, President

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Paula McDevitt, Director

\_\_\_\_\_  
Kathleen Mills, President,  
Board of Park Commissioners



## **EXHIBIT A**

### **“Scope of Work”**

The Services shall include the following:

Develop design and construction plans and drawings for fenced in Green Yard Waste storage.

Develop design and construction plans for minimizing sedimentation of Lower North Parking Lot.

Engage Indiana Department of Natural Resources for approvals related to maintenance projects and Post Notification processes.

Engage City of Bloomington Engineering for appropriate project approvals.

Provide appropriate documents for legal state bidding or quoting processes as appropriate.

Attend two site visits during construction; mid-term and substantial completion.

Develop punch list for project completion

**EXHIBIT B**  
**E-VERIFY AFFIDAVIT**

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public's Signature My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public County of Residence: \_\_\_\_\_

**EXHIBIT C**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Mader Design LLC

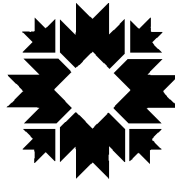
By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public's Signature      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public      County of Residence: \_\_\_\_\_



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-9  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** John Turnbull, Division Director Sports  
**DATE:** April 19, 2018  
**SUBJECT:** REVIEW/APPROVAL OF SERVICE AGREEMENT WITH SPEAR CORPORATION

**Recommendation**

Staff recommends the review/approval of this service agreement.

**Background**

Spear Corporation specializes in pool maintenance and operation. This service agreement was previously approved; however, the emergency call out price was incorrectly listed at \$115 per hour and it should have been \$165 per hour.

The City of Bloomington Financial Policies Manual requires all public work projects to be approved in contract form by the Board of Park Commissioners. "Public Work" means any service done on city property that is paid for out of a public fund. The manual outlines that if the work involves routine operation, routine repair, or routine maintenance of existing structures, buildings or real property, the Board may award a contract for the public work in the manner provided in IC 5-22 for Public Purchasing. These service contracts are to manage emergency or standard repairs and/or service as the need arises.

**RESPECTFULLY SUBMITTED,**

---

Sports Division Director

## AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT AND SPEAR CORPORATION

This Agreement, entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Spear Corporation. ("Consultant").

**Article 1. Scope of Services** Consultant will repair, adjust, and/or replace pool pumps and pool equipment at City park properties and facilities ("Services") at an hourly rate of One Hundred and Ten Dollars (\$110.00) plus materials. Consultant shall provide the Services for a set price per hour Monday –Friday 7:00am to 6:00pm and all other times for an afterhours hourly rate of One Hundred Sixty Five Dollars (\$165.00) plus materials. Parks Department would give Consultant at least two (2) working days' notice on repair. Repairs requiring more immediate action, (emergencies), may be billed at an emergency hourly rate One Hundred Sixty Five Dollars (\$165.00) and a Holiday hourly rate of Two Hundred Twenty Dollar (\$220.00) plus materials. Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Consultant shall complete the Services required under this Agreement on or before Sunday December 31, 2018, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Chelsea Price and/or Don Fodriell as the Department's Project Manager. Consultant agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department. Upon agreement with both parties this agreement may be extended for one year.

**Article 2. Standard of Care** Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Consultant for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000). Consultant shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Chelsea Price and/or Don Fodriell, City of Bloomington, 401 N. Morton, Suite 250, Bloomington, Indiana 47404. 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. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule** Consultant shall perform the Services as needed. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to 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 Department, as set forth in Article 9 herein.

**Article 8. Identity of the Consultant** Consultant acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed 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 Department. The Department reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Department as part of the Services shall become the property of the Department. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Consultant 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 11. Indemnification** Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 12. 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 combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. 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 Department, and the officers,

employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Consultant shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

**Article 13. 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 under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 14. 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 15. 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 16. Assignment** Neither the Department nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. 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 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**Article 18. 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 the Monroe Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination** Consultant shall comply with City of Bloomington Ordinance 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 20. Compliance with Laws** In performing the Services under this Agreement, 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 over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. 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. Consultant shall require any subcontractors performing work under this contract to certify to the 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 the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:** City of Bloomington, Attn: Chelsea Price and/or Don Fodriell, 401 N. Morton, Bloomington, IN 47402. **Consultant:** Spear Corporation P.O. Box 3, Roachdale, IN 46172. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Consultant.

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department 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.

**Article 24. Non-Collusion** Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit B, affirming that Consultant has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**CITY OF BLOOMINGTON**

**Spear Corporation**

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

\_\_\_\_\_  
Name and Title

**CITY OF BLOOMINGTON PARKS AND RECREATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Paula McDevitt, Director

\_\_\_\_\_  
Kathleen Mills, President, Board of Park Commissioners

**EXHIBIT A  
E-VERIFY AFFIDAVIT**

STATE OF INDIANA             )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
(job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA             )  
  )SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public's Signature                                      My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public                                  County of Residence: \_\_\_\_\_

**EXHIBIT B**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**OATH AND AFFIRMATION**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Spear Corporation**

By: \_\_\_\_\_  
\_\_\_\_\_

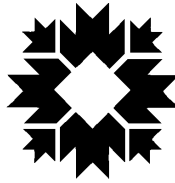
STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public's Signature

\_\_\_\_\_ County of Residence: \_\_\_\_\_  
Printed Name of Notary Public





**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-10  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake, Facility/Program Coordinator  
**DATE:** April 19, 2018  
**SUBJECT:** REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH IVY TECH/  
COLLEGE FOR KIDS

**Recommendation**

Staff recommends approval of the partnership agreement with Ivy Tech for the College for Kids and Ivy Arts for Kids Programs. The duration of the partnership is May 2018 – April 2019.

**Background**

2018 will be the eleventh summer that Ivy Tech and Bloomington Parks and Recreation have been partners offering the College for Kids summer camp program in conjunction with Kid City camps. The program offers morning classes through Ivy Tech and afternoon camp activities through Kid City. During the morning sessions, participants are given class options ranging from cooking to robotics. In the afternoon, Kid City staff members lead activities indoors and outdoors including swimming, field trips, and art activities.

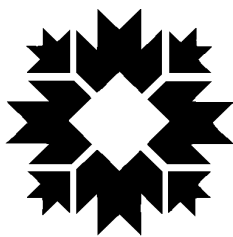
In addition, the partnership expanded in 2014 to include the Ivy Arts for Kids program. The format will remain as campers participating in Ivy Tech programs half of the day and Parks and Recreation programming the other half. The partnership with Ivy Tech has been successful and beneficial to both organizations.

There are no changes to the partnership this year.

**RESPECTFULLY SUBMITTED,**

*A. Shrake, CTRS*

\_\_\_\_\_  
Amy Shrake, CTRS, Facility/Program Coordinator



**CITY OF BLOOMINGTON  
parks and recreation**

**COOPERATION SERVICE AGREEMENT  
PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of April, 2018, by and between the Bloomington Parks and Recreation Department (“BPRD”), and Ivy Tech Community College (“Ivy Tech”).

**WHEREAS**, there is a need to provide summer teen programming in Bloomington as well as a combined art and recreation experience for K-5<sup>th</sup> graders: and

**WHEREAS**, BPRD and Ivy Tech desire to cooperate in the provision of a summer program called “College for Kids” for teens ages 11-15 and a summer program called “Ivy Arts” for children in K-5<sup>th</sup> grades; and

**WHEREAS**, Ivy Tech is qualified to perform such services; and

**WHEREAS**, BPRD is authorized to plan and develop partnerships and contractual arrangements with community organizations to ensure delivery of services; and

**WHEREAS**, services provided by each partner will reflect on the other in the Agreement requiring clear communication and an outline of expectations.

**NOW THEREFORE**, the partners do mutually agree as follows:

**1. Purpose of Agreement:**

The purpose of this Agreement is to establish a partnership which will provide for collaborative programming and a sharing of resources to better serve the community.

**2. Duration of Agreement:**

This Agreement commences on May 1, 2018 and expires on April 30, 2019, unless terminated earlier as provide under Article 8.

**3. Bloomington Parks & Recreation:**

The goal of BPRD is to partner with Ivy Tech to provide children grades K-5 and teens ages 11-15 an educational and fun summer program that incorporates a wide variety of structured activities, including but not limited to swimming, off-site field trips and indoor and outdoor recreation opportunities. BPRD agrees to:

- a. Maintain close contact with Curtis Smith, Director for the Center for Lifelong Learning,

and bring any related issues to his attention.

- b. Assist with the distribution of promotional materials, including flyers and registration information.
- c. Communicate to the public and participants regarding concerns or questions about cooperative programs and activities.
- d. Promote “College for Kids” and “Ivy Arts for Kids” at other community camp information events.
- e. Share all marketing/promotional material with Ivy Tech prior to advertising.
- f. Provide program publicity by publishing information in the BPRD’s seasonal program brochure and on its website.
- g. Provide trained Kid City seasonal staff who will facilitate half day recreational programming for “College for Kids” and “Ivy Arts for Kids” participants from based out of the Allison-Jukebox Center. "Ivy Arts for Kids" either 9 a.m. to 1 p.m. or 1 p.m. to 4 p.m. College for Kids 12:30-5:30 p.m.
- h. Abide by all American Camp Association guidelines for camp programming.
- i. Generate invoices to Ivy Tech by September 1, 2018, for payment of afternoon program participant fees and inclusive staff services if applicable.
- j. Provide transportation from morning location to afternoon location as well as from afternoon location to morning location.
- k. Provide all day inclusion services as needed/requested for participants attending both the Ivy Tech and BPRD components with minimum 2 week notification.
- l. Arrange for weekly pick-up of Health Forms from May 16- July 3, 2018 for “College for Kids” and May16- July 11, 2018 for “Ivy Arts for Kids.”

**4. Ivy Tech:**

The goal of Ivy Tech is to partner with BPRD to provide children grades K-5 and teens ages 11-15 an educational and fun summer program that incorporates a wide variety of structured activities, including but not limited to swimming, off-site field trips, and indoor and outdoor recreation opportunities. Ivy Tech agrees to:

- a. Maintain close contact with Amy Shrake, Coordinator, and bring any related issues to her attention.
- b. Assist with the distribution of promotional materials, including flyers and registration information.
- c. Provide qualified adjunct instructors, who have unqualified background checks, and course

curricula for the “College for Kids” and “Ivy Arts for Kids” classroom component at Ivy Tech.

- d. Provide program publicity by publishing information in Ivy Tech’s seasonal program brochure and on its website including BPRD logo.
- e. Abide by applicable camp guidelines as set by the American Camp Association.
- f. Intake and process all registration forms and payments for the “College for Kids” and “Ivy Arts for Kids” programs including enforcement of all registration deadlines.
- g. Pay BPRD invoiced amount (no less than \$5000) for program participant fees, \$200 per “Ivy Arts for Kids” camper per session, \$100 per “College for Kids” camper per session plus one time \$400 transportation fee and inclusion services (for participants attending full-day program) by October 1, 2018. (Inclusion services will be billed at a rate of \$11.28/hr per staff hour incurred.)
- h. Create a pick-up point for health forms at the Waldron Arts Center. Health forms will be left for pick-up for all currently registered participants the Wednesday prior to each session.
- i. Health forms will have all the information required of BPRD’s Health Form, including request for accommodations for participants with disabilities and the BPRD waiver statement.

**5. Terms Mutually Agreed to By All Partners:**

- a. The intent of this Agreement is to document a mutually beneficial partnership between Ivy Tech and BPRD for “Ivy Arts for Kids” and “College for Kids.”
- b. Share all marketing/promotional material between all partners involved **prior to any** advertising.
- c. The staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- d. The commitment of personnel, facilities, supplies/materials and payments will be honored according to the timetable agreed upon by all partners.
- e. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.
- f. Ivy Tech policy prohibits the possession of firearms and other weapons, or dangerous chemicals, or any explosive or explosive device, or of any harmless instrument that looks like one, on College property or at any College sponsored activity held elsewhere.

- g. Municipal Code sections 6.12.020 and 14.36.090 respectively prohibit smoking inside City of Bloomington facilities and the consumption of alcoholic beverages on City of Bloomington property. These prohibitions are also applicable for participants (registered teens, employees and volunteers) in, and visitors of “College for Kids” on Ivy Tech properties.
- h. Ivy Tech policy prohibits smoking or any form of tobacco use in all college owned or leased facilities and vehicles, including surrounding areas of the buildings. The sale or distribution of tobacco products and the sponsorship of college events, activities, or media by tobacco related products likewise are prohibited. Consuming, being under the influence of, or possessing intoxicating beverages on College property is not permitted, and being under the influence of, use of, possession of, or distributing illegal drugs is not permitted.
- i. At the expiration or termination of this Agreement, Ivy Tech retains all rights to use of the program name, “College for Kids” And “Ivy Arts for Kids.”

**6. Insurance:**

Ivy Tech will furnish BPRD with a certificate of insurance upon execution of this Agreement. Ivy Tech shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) for bodily injury per person in any one occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and Ivy Tech as insured parties, and Ivy Tech shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. Ivy Tech and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

**7. Notice and Agreement Representatives:**

- a. Notice regarding any significant concerns and/or breaches of this Agreement shall be given to those contacts as follows:

**Bloomington Parks and Recreation**  
 Becky Barrick-Higgins  
 Recreation Division Director  
 401 N Morton, STE 250  
 Bloomington, IN 47404  
 (812) 349-3713  
[barrickb@bloomington.in.gov](mailto:barrickb@bloomington.in.gov)

**Ivy Tech Community College**  
 Paul C. Daily  
 Artistic Director, Ivy Tech Waldron  
 Ivy Tech Community College  
 Artistic Director  
 Ivy Tech John Waldron Arts Center  
 (812) 330-6240  
[pdaily3@ivytech.edu](mailto:pdaily3@ivytech.edu)

- b. Agreement representatives for the day-to-day operations and implementation of this Agreement shall be:

**Bloomington Parks and Recreation**  
 Amy Shrake, Coordinator  
 401 N Morton St, STE 250  
 Bloomington, IN 47404  
 (812) 349-3747  
[shrakea@bloomington.in.gov](mailto:shrakea@bloomington.in.gov)

**Ivy Tech Community College**  
 Curtis Smith, Executive Director  
 The Center for Lifelong Learning  
 122 S Walnut St  
 Bloomington, IN 47404  
 (812) 330-4400  
[csmith1275@ivytech.edu](mailto:csmith1275@ivytech.edu)

8. **Termination:**  
This Agreement may only be terminated in writing and by the mutual agreement of all partners.
9. **Release and Hold Harmless Agreement:**  
Ivy Tech, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.
10. **E-Verify:**  
Ivy Tech 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). Ivy Tech shall sign an affidavit, attached as Exhibit A, affirming that Ivy Tech does not knowingly employ an unauthorized alien. Ivy Tech shall require any subcontractors performing work under this contract to certify to Ivy Tech 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. Ivy Tech shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

IN WITNESS WHEREOF, the partners have signed this Agreement on the date first set forth.

**Ivy Tech Community College-Bloomington**

\_\_\_\_\_  
Jennie Vaughan, Chancellor

**City of Bloomington, Parks and Recreation Department**

\_\_\_\_\_  
Paula McDevitt, Administration BPRD

\_\_\_\_\_  
Kathleen Mills, President,  
Board of Parks Commissioners

\_\_\_\_\_  
Philippa M. Guthrie, Corporate Counsel

**EXHIBIT A**  
**E-VERIFY AFFIDAVIT**

STATE OF INDIANA )  
 )SS:  
 COUNTY OF \_\_\_\_\_)

AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
     (job title)    (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

\_\_\_\_\_  
 Signature

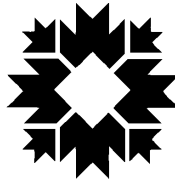
\_\_\_\_\_  
 Printed Name

STATE OF INDIANA )  
 )SS:  
 COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
 Notary Public's Signature    My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name of Notary Public    County of Residence: \_\_\_\_\_



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-11  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake, Program/Facility Coordinator  
**DATE:** April 19, 2018  
**SUBJECT:** APPROVAL OF LAKE MONROE SAILING ASSOCIATION PARTNERSHIP AGREEMENT

**Recommendation**

Staff recommends approval of a partnership between the City of Bloomington Parks and Recreation Department and the Lake Monroe Sailing Association.

**Background**

This partnership has been in existence since 1996. The goal of the partnership is to provide an opportunity for the Bloomington community to participate in a diverse sailing program, which is designed to introduce beginner participants to the sport, as well as to provide for skill advancement. The Youth Sailing Camp will run 8 weeks of summer, Monday through Friday, 9am-3pm, under the direction of Walt Johnson. Adult Sailing is offered on both weekends some weekday and evening options.

There are no changes to this partnership this year.

**RESPECTFULLY SUBMITTED,**

*Amy Shrake, CTRS*

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Amy Shrake  
Program/Facility Coordinator





## COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

### **Partner(s):**

This Agreement is made and entered into this \_\_\_\_ day of April, 2018, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Lake Monroe Sailing Association, Inc. (“LMSA”).

WHEREAS, BPRD and LMSA desire to cooperate in the provision of a sailing instruction program for the general public; and

WHEREAS, LMSA is qualified to perform such services for BPRD; and

WHEREAS, BPRD is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW, THEREFORE, the parties do mutually agree as follows:

### **1.0 Purpose of Agreement:**

The purpose of this Agreement is to outline a program partnership, which will provide an affordable and effective sailing program for the Bloomington community by combining available resources from each party to the Agreement.

### **2.0 Duration of Agreement:**

This Agreement is in effect from the date of signing until April 30, 2019 unless terminated earlier as provided under Article 7.0.

### **3.0 Bloomington Parks & Recreation:**

- 3.1 The goal of BPRD is to provide an opportunity to the Bloomington community to participate in a diverse sailing program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.
- 3.2 BPRD agrees to:
  1. Develop and distribute promotional materials: sailing brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.
  2. Communicate with the public and participants regarding concerns or questions about the program.
  3. Implement participant registration, collect money and registration forms, mail

registration confirmation and program information.

4. Provide rosters of all participants to coordinators prior to the start of each course.
5. Provide coordinators with reports of fees collected prior to the start of each course.
6. Perform the following payment transactions:
  - a) Collect registration fees of \$215 per participant for Youth Sailing Camps;
  - b) Collect registration fees of \$250 per participant for Adult Keel Boat Sailing;
  - c) Collect registration fees of \$250 per participant of Adult Small Boat Sailing;
  - d) Collect registration fees of \$125 per registration for Friends and Family Sailing;
  - e) Pay LMSA the fee collected less \$31.00 for each participant registered upon receiving the invoices from LMSA;
  - f) Retain \$30.00 for each participant registered plus \$1 transaction fee;
  - g) Pay LMSA the LMSA share of fees collected upon receipt by BPRD of and LMSA invoice, following the completion of each group of Youth Sailing Camps, Adult Sailing classes and Family programs.

#### **4.0 Lake Monroe Sailing Association, Inc.:**

- 4.1 The goals of LMSA are to offer a sailing program not otherwise available to adults and children, introduce the LMSA to the public, increase LMSA membership, and provide programming for children of LMSA members.
- 4.2 LMSA agrees to:
  1. Provide and maintain the following equipment: sailboats, life vests, ropes, sails, books, a motorboat, lifesaving apparatus, and first aid equipment.
  2. Provide the following facilities: bathrooms, telephone, shelter house for inclement weather; defined as, but not limited to, cold weather, rough water (white caps), or lightning.
  3. Hire and train sailing instructors for Youth Sailing Camps who are at least 16 years of age with prior sailing experience. One instructor shall have prior experience teaching sailing. One instructor shall be certified in CPR and First Aid and be in attendance at all times. At least one instructor shall have U. S.

Sailing Small Boat Instructor Certification.

4. Provide invoices to BPRD as detailed in section 3.2.6 (e).
5. **Provide for adequate safety with the following provisions:**
  - a) LMSA shall provide high quality boats & equipment.
  - b) LMSA shall maintain a ratio of one (1) instructor to six (6) participants with two (2) instructors always on the water and one (1) instructor always in a motorboat when students in the Youth Sailing Camps are in boats. One (1) of the instructors shall be over twenty-one (21) years of age.
  - c) Participants in the Youth Sailing Camps shall pass a swimming test the first day of class, and all participants shall wear life vests when in boats.
  - d) Participants shall learn boat safety and will be taught about boat safety equipment.
  - e) Participants in the Youth Sailing Camps shall pass a test on capsizing and right-of-way rules.
6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
7. Provide a rainy day schedule, planning, organizing and implementing alternative activities in case of inclement weather.

**5.0 Agreement Terms Mutually Agreed To By All Partners to This Agreement.**

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between LMSA and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 LMSA shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and LMSA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. LMSA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.

- 5.5 LMSA is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. LMSA shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques, equipment, and boat matters.
- 5.6 The location of the program shall be provided by the LMSA at their facilities at 7600 S. Shields Ridge Road.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 5.8 Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If LMSA implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.
- 5.9 The parties will evaluate this Agreement and the services provided during the month of January 2019.
- 5.10 LMSA shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of LMSA's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against LMSA, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

**6.0 Notice:**

- 6.1 Notice regarding any significant concerns or issues of non-compliance shall be given to those contacts as follows:

<b>LMSA</b>	<b>BPRD</b>
Walt Johnson	Amy Shrake
7600 S. Shields Ridge Rd.	Box 848
Bloomington, IN 47401	Bloomington, IN 47402
(812) 824-4611	(812) 349-3747

- 6.2 Representatives for the day-to-day operational implementation of this Agreement are:

<b>LMSA</b>	<b>BPRD</b>
Walt Johnson	Amy Shrake
7600 S. Shields Ridge Rd.	Box 848
Bloomington, IN 47401	Bloomington, IN 47402

(812) 824-4611

(812) 349-3747

**7.0 Termination**

This Agreement may only be terminated in writing by the mutual agreement of all partners.

**8.0 E-Verify:**

LMSA 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). LMSA shall sign an affidavit, attached as Exhibit A, affirming that LMSA does not knowingly employ an unauthorized alien. LMSA shall require any subcontractors performing work under this contract to certify to LMSA 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. LMSA shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

Signed and Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2018.

**LAKE MONROE SAILING ASSOCIATION, INC.:**

\_\_\_\_\_  
Walt Johnson, Camp Coordinator, LMSA

\_\_\_\_\_  
Date

\_\_\_\_\_  
James C. Owen, LMSA Commodore

\_\_\_\_\_  
Date

**CITY OF BLOOMINGTON:**

\_\_\_\_\_  
Paula McDevitt, Administrator, BPRD

\_\_\_\_\_  
Date

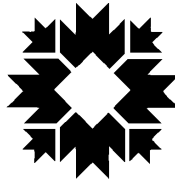
\_\_\_\_\_  
Kathleen Mills, President,  
Board of Park Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Philippa M. Guthrie, Corporate Counsel

\_\_\_\_\_  
Date





**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-12  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Amy Shrake, Facility/Program Coordinator  
**DATE:** April 19, 2018  
**SUBJECT:** REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH  
SPECIAL OLYMPICS INDIANA – MONROE COUNTY

**Recommendation**

Staff recommends approval of the partnership agreement with Special Olympics Indiana – Monroe County (SOIMC). The duration of the partnership is May 2018-April 2019.

**Background**

The purpose of this partnership is to support athletic opportunities for community members with developmental disabilities. The City of Bloomington Parks and Recreation Department and the SOIMC have been partnering since 2006, providing individuals with disabilities greater access to sport opportunities. The partnership allows Bloomington Parks and Recreation to continue supporting sports for individuals with disabilities and offers SOIMC flexibility with their programming. The department will continue to facilitate SOIMC's requests for fields and facilities as well as assisting with marketing programs. There are no changes to the agreement from last year.

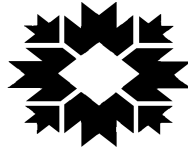
Bloomington Parks & Recreation Inclusive Recreation Coordinator, Amy Shrake will continue to facilitate the partnership and be a liaison between SOIMC and BPRD.

RESPECTFULLY SUBMITTED,

*AJ Shrake, CTRS*

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Amy Shrake, CTRS  
Program/Facility Coordinator



**CITY OF BLOOMINGTON**  
**parks and recreation**

**COOPERATION SERVICE AGREEMENT  
PROGRAM PARTNERSHIP**

**Partner(s):**

This Agreement is made and entered into this \_\_\_\_\_ day of April, 2018, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Special Olympics Indiana Monroe County (“SOIN-MC”).

**WHEREAS**, there is an apparent need for Special Olympics programs in Bloomington, Indiana; and

**WHEREAS**, the BPRD and SOIN-MC desire to cooperate in the provision of a Special Olympic programs for the general public; and

**WHEREAS**, SOIN-MC is qualified to perform such services on behalf of BPRD; and

**WHEREAS**, the BPRD is authorized to plan and develop partnerships and contractual arrangements with other community organizations to ensure delivery of services; and,

**WHEREAS**, because services provided by each party will reflect on the other, BPRD and SOIN-MC wish to set forth each parties’ responsibilities and expectations;

**NOW THEREFORE**, the parties do mutually agree as follows:

**1. Purpose of Agreement**

The purpose of this Agreement is to outline a program partnership that will provide a more affordable and effective Special Olympic program for the Bloomington community by combining available resources from each party to the Agreement.

**2. Duration of Agreement**

This Agreement commences on May 1, 2018 and expires on April 31, 2019, unless it is terminated earlier in writing, as provided under Article 7.

**3. Bloomington Parks & Recreation**

The goal of BPRD is to provide an opportunity for the Bloomington community to participate in a Special Olympic sports program, not otherwise available, that is designed to introduce beginner participants to a sport and allow for skill advancement. BPRD agrees to:

**3.1.** Allow SOIN-MC access to fields and facilities in priority category #3 based on the following order established by the City of Bloomington Board of Park Commissioners:

1. BPRD programs
2. Monroe County Community Schools Corporation programs



### **3. Partnership programs**

#### 4. Independent programs

- 3.2. Allow SOIN-MC access to fields and facilities as set forth below on the dates and during the times established at the beginning of each sport season at no charge:
  1. Banneker Center for Basketball
  2. Softball fields to be determined by availability
  3. Cascades Golf Course for Golf
- 3.3. Provide an information hotline and voicemail box.
- 3.4. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
- 3.5. Provide the services of the BPRD Inclusive Recreation Coordinator as a liaison, consultant, and contact person between SOIN-MC and BPRD.
- 3.6. Assist with program publicity by continuing to advertise program information in seasonal program guides and website.
- 3.7. Respond to any and all citizen concerns or complaints reported by SOIN-MC under Article 4.3 of this Agreement within twenty-four (24) hours of receipt.
- 3.8. Provide free meeting space for SOIN-MC management team monthly meetings where available.
- 3.9. Provide a shelter free of charge for the summer picnic one Saturday in September.
- 3.10. Support SOIN-MC in acquiring use of track and bowling facilities as follows:
  1. Classic Bowling Lanes for Bowling
  2. IU Field House and IU outdoor track facility for track

### **4. Special Olympics Indiana Monroe County**

The goals of SOIN-MC are to offer a Special Olympics sports program for the community, introduce SOIN-MC to the public, and provide programming for people with disabilities associated with SOIN-MC. SOIN-MC agrees to:

- 4.1. Maintain close contact with BPRD's Inclusive Recreation Coordinator and appoint that Inclusive Recreation Coordinator as the BPRD liaison to SOIN-MC's policy making board.
- 4.2. List BPRD on all publicity and promotional materials SOIN-MC develops as a "partner" or "in partnership with." A copy of any promotional material should be submitted to BPRD for approval prior to distribution to the public.
- 4.3. Refer any citizen concern, report, or problem regarding the facility, suggestion for improvements to the facility, service provided by staff, or other issues to BPRD on a designated form within twenty-four (24) hours of receipt and/or observation.

**5. Terms Mutually Agreed to By Both Partners**

- 5.1. The intent of this Agreement is to document a mutually beneficial partnership between SOIN-MC and BPRD.
- 5.2. The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3. The commitment of personnel, facilities, supplies, materials, and payments will be honored according to the timetable agreed upon by all partners.
- 5.4. SOIN-MC is recognized as having the expertise and experience to conduct the Special Olympics program safely and effectively. However, BPRD shall have the right to review risk management, agreement terms, financial records, coaching, player behavior, and service quality issues.
- 5.5. Pursuant to Indiana Code 35-47-11.1-2 and 3, the City is prohibited from enforcing a firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), SOIN-MC may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. If SOIN-MC develops such a policy for its activities, the City may implement and enforce it. If SOIN-MC wishes to develop such a policy, it shall provide a copy of the policy to the City and the policy shall be attached to this Agreement as Exhibit A.
- 5.5. The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit.

**6. Notice and Agreement Representatives**

- 6.1. Notice regarding any significant concerns and/or breaches of this Agreement shall be given to the contacts stated below as follows:

SOIN-MC:  
Denise Brown, County Coordinator  
641 Waterloo Court  
Bloomington, IN 47401  
(812)336-8071

BPRD:  
Amy Shrake, Inclusive Recreation  
Coordinator  
P.O. Box 848  
Bloomington, IN 47402  
(812) 349-3747  
(812) 349-3747 (voice mail)  
(812) 325-2583 (cell)

- 6.2. The persons listed in Article 6.1 shall also serve as agreement representatives for the day to day operations and implementation of this Agreement.

**7. Termination**

**7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to April 30, 2019 by mutual written agreement only.

**7.2.** Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within ten (10) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**8. Insurance:**

SOIN-MC will furnish BPRD with a certificate of insurance upon execution of this Agreement. SOIN-MC shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) for bodily injury per person in any one occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department and SOIN-MC as insured parties, and SOIN-MC shall provide BPRD with a certificate of insurance prior to the commencement of operations under this Agreement. SOIN-MC and its insurer shall notify BPRD within ten (10) days of any insurance cancellation.

**9. Release and Hold Harmless Agreement:**

SOIN-MC, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and any and all employees, agents, and assigns from any and all claims, causes of action, suits, proceedings, or demands, including but not limited to claims involving personal injury or death, which may arise from this Agreement, even if caused by the negligence of releasees.

**10. E-Verify:**

SOIN-MC 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). SOIN-MC shall sign an affidavit, attached as Exhibit A, affirming that SOIN-MC does not knowingly employ an unauthorized alien. SOIN-MC shall require any subcontractors performing work under this contract to certify to SOIN-MC 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. SOIN-MC shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

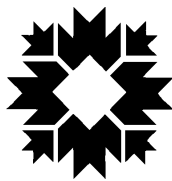
\_\_\_\_\_  
Denise Brown, County Coordinator  
SOIN-MC

\_\_\_\_\_  
Paula McDevitt, Administrator BPRD

\_\_\_\_\_  
Kathleen Mills, President  
Board of Park Commissioners

\_\_\_\_\_  
Philippa M. Guthrie, Corporate Counsel





**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-13  
Date: 4/24/2018

Administrator  
Review/Approval

**TO:** Board of Park Commissioners  
**FROM:** Dee Tuttle, Sports Facility/Programs Manager  
**DATE:** April 24, 2018  
**SUBJECT:** **REVIEW/APPROVAL OF PARTNERSHIP AGREEMENT WITH THE  
MONROE COUNTY SENIOR LEAGUE BASEBALL ASSOCIATION TO  
PROVIDE A YOUTH BASEBALL PROGRAM AT WINSLOW SPORTS  
COMPLEX**

**Recommendation**

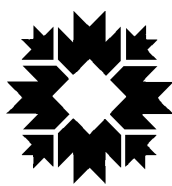
Staff recommends approval of this agreement.

**Background**

The Monroe County Senior League Baseball Association provides youth baseball for kids ages 13-19. This program serves over 70 players. Practices and games are conducted at the Winslow Sports Complex Monday through Thursday from April until July. MCSLBA will host three invitational tournaments in July. Projected revenue is approximately \$4,000.

**RESPECTFULLY SUBMITTED,**

Dee Tuttle  
Sports Facility/Programs Manager



CITY OF BLOOMINGTON  
parks and recreation

## COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this \_\_\_\_\_ day of April, 2018, by and between the Bloomington Parks and Recreation Department (“Parks”) and Monroe County Senior League Baseball Association (“MCSLBA”), WITNESSETH:

**WHEREAS**, both Parks and MCSLBA wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and BBRBA is in the public interest; and

**WHEREAS**, there is an apparent need for a youth baseball program, and Parks and MCSLA desire to cooperate in the provision of a youth baseball program for the general public; and

**WHEREAS**, MCSLA is capable to perform such services, and has a proven history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

**WHEREAS**, Parks is authorized to plan and develop partnerships and contractual arrangements with other community organizations to ensure delivery of services; and

**WHEREAS**, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

**NOW THEREFORE**, the parties do mutually agree as follows:

- 1. Purpose of Agreement.** This agreement outlines a program partnership which will combine available resources from each party to allow the Bloomington community to participate in an affordable, effective and diverse youth baseball program designed to introduce beginners to the sport as well as provide for skill advancement.
- 2. Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2018, unless terminated earlier as provided herein.

**3. Duties of Parks.** Parks agrees to:

- a. Allow MCSLBA's user group access to Winslow Baseball Fields in priority category #3 based on the order established by the Board of Park Commissioners:
  - 1. Parks programs
  - 2. Monroe County Community Schools Corporation programs
  - 3. **Partnership programs**
  - 4. Independent programs

- b. Allow MCSLBA access to Winslow Baseball Fields specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practice (excludes field lining)	\$16.00 per hour
Practice with lights (excludes field lining)	\$20.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour
With on-site maintenance	\$30.00 per hours
All day per field	\$165.00

Bryan Park Field #1 and #2:

Practice (excludes field lining)	\$10.00 per hour
Competition (includes field lining)	\$12.00 per hour

- c. Allow MCSLBA access to practice ball fields based on availability and at varying rates depending on published prices of those facilities.
- d. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- e. Provide sport field and parking lot lighting, including the cost of maintenance and operation of lighting systems for ball fields, parking lots and buildings.
- f. Provide turf management, including seeding, fertilizing, aerifying, weed control, and mowing. MCSLBA is not permitted to provide field maintenance of any type, including dragging infields and raking base paths.
- g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that MCSLBA is not comfortable with resuming play after an all clear is given from a Parks representative, MCSLBA may decide to cancel play and that will be communicated on the hotline.
- i. Provide a Facility Supervisor on site to open and close the facility and assist with

facility-related matters.

- j. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- k. Provide the services of the Sports Facility/Program Manager as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- l. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

**4. Goals and Duties of MCSLBA.** The goals of MCSLBA are to offer a youth baseball program for the community at large, introduce and publicize MCSLBA to the public, and provide programming for children of MCSLBA. MCSLBA hereby agrees to:

- a. Maintain close contact with the Sports Facility/Programs Manager and appoint this person as Parks liaison to the user group's policymaking board.
- b. Agree to have each head coach obtain the MCSLBA Coaching Education program requirement. This must be done the coach's first year as head coach in the program and is valid for a period of three years. Coaches returning for a fourth or more year(s) must obtain current certification. Agree to have all adults involved with the program submit to a local and state criminal history check.
- c. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$100,000 subsidy yearly. For every dollar spent at Winslow the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, Payment must be made by the due date and in a timely manner.)
- d. List the Parks and Recreation Department on all publicity and promotional materials developed by user group as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Sports Facility/Program Manager for approval prior to distribution to the public.
- e. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
- f. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities



anticipated by this Agreement. To the extent that MCSLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.

- g. Name the City of Bloomington as additional insured on its general liability policies and provide Parks with certificate of insurance prior to April 24, 2018.
  - h. Refrain from operating vehicles on-site while participants are present.
5. **Behavior.** The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
6. **Parks Review of MCSLBA Program.** MCSLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior, and service quality issues.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to the Agreement as Exhibit A.
8. **Notice and Agreement Representatives.**  
Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:
- |                         |                                  |
|-------------------------|----------------------------------|
| MCSLBA President        | Bloomington Parks and Recreation |
| Kyle McAninch           | Dee Tuttle                       |
| 2128 E. Meadowbluff Ct. | P.O. Box 848                     |
| Bloomington, IN 47401   | Bloomington, IN 47402            |
| (812) 322-4005          | (812) 349-3762                   |
- Agreement representatives for the day-to-day operations and implementation of this agreement shall be:
- |                |                                  |
|----------------|----------------------------------|
| Kyle McAninch  | Dee Tuttle                       |
| President      | Sports Facility/Programs Manager |
| (812) 322-4005 | (812) 349-3762                   |
9. **Termination.** The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and

conditions, breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to cure the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

10. **Insurance and Indemnity.** MCSLBA shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and MCSLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. MCSLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

11. **E-Verify:**  
MCSLBA 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). MCSLBA shall sign an affidavit, attached as Exhibit A, affirming that MCSLBA does not knowingly employ an unauthorized alien. MCSLBA shall require any subcontractors performing work under this contract to certify to MCSLBA 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. MCSLBA shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

**MCSLBA**

**BLOOMINGTON PARKS AND RECREATION**

By: \_\_\_\_\_  
Kyle Mc Aninch, President

By: \_\_\_\_\_  
Paula McDevitt, Administrator

\_\_\_\_\_  
Kathleen Milles, President  
Board of Park Commissioners

\_\_\_\_\_  
Philippa Guthrie, Corporation Counsel





**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-14  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Dee Tuttle  
**DATE:** April 24, 2018  
**SUBJECT:** REVIEW/APPROVAL OF WINSLOW SPORTS COMPLEX NORTH  
CONCESSIONS AGREEMENT

**Recommendation**

Staff recommends approval of this agreement.

**Background**

The Bloomington Junior League Baseball Association wishes to operate the Winslow North concessions building owned by The City of Bloomington Parks and Recreation Department. BJLBA uses profits generated from sales to offset program costs and other related expenditures.

**RESPECTFULLY SUBMITTED,**

---

Dee Tuttle  
Sports Facility/Programs Manager

**AGREEMENT**  
**for**  
**FOOD AND BEVERAGE CONCESSION**  
**WINSLOW SPORTS COMPLEX - NORTH SIDE**

This Agreement, entered into this \_\_\_\_ day of April, 2018, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, "Parks") and Bloomington Junior League Baseball Association (hereinafter, "Concessionaire"),

**WITNESSETH:**

WHEREAS, Parks owns and operates Winslow Sports Complex (the "Complex") at 2301 South Highland Street, Bloomington, Indiana; and

WHEREAS, the north side of the Complex contains space and equipment for a food and beverage concession with ice machine; and

WHEREAS, Concessionaire wishes to operate this concession; and

WHEREAS, Concessionaire has a history of operating an inclusive program that serves the needs of the Bloomington community; and

WHEREAS, Concessionaire has a good record of cooperation with Parks.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

**A. TERM OF AGREEMENT**

The term of this Agreement shall begin on April 24, 2018 and end on October 1, 2018, excluding the dates of July 25 through July 29, 2018, unless the term is extended as set out in Article H, Section 4.

**B. CONCESSIONAIRE'S RESPONSIBILITIES**

**1. Concession Fee**

Concessionaire shall pay Parks a concession fee of Seven Thousand Five Hundred Dollars (\$7,500). Such fee shall be paid in two installments of Three Thousand Seven Hundred Fifty Dollars (\$3,750) on or before July 1, 2018, and September 1, 2018.

**2. Concession Menu and Pricing**

- a. Concessionaire shall furnish Parks a listing of the complete menu and prices of items to be sold at the north side concession location by April 24, 2018. Such menu and pricing is subject to the approval of the Parks Administrator.
- b. Soda and Sport drink vending machines are permitted at current level except at such times as Parks may designate, when their availability would conflict with other Parks commitments. Parks will inform Concessionaire of any times beyond those listed in

Section C.1. herein when the vending machines must be made inoperable by Concessionaire for the duration of such events.

- c. All vending machines must be turned off from noon on July 25, 2018, through July 29, 2018, to accommodate Parks' National Championships.

**3. Maintenance of Concession Area**

Concessionaire shall keep the serving facility and storage areas, and floors thereof, clean at all times and in such condition that it will pass all public health inspections.

Concessionaire shall maintain this area in compliance with all relevant Parks rules and regulations. Bagged and loose trash shall not be placed at ground level or in the immediate area of doorways. It shall instead be placed in or on top of trash receptacles.

**4. Equipment Upkeep**

- a. Concessionaire and its employees shall use reasonable care in the operation of the concession equipment provided by Parks, and shall not subject such equipment to abuse or unreasonable wear and tear. Concessionaire shall promptly notify Parks of any damage to, or malfunction of, the equipment. Concessionaire shall not make any improvements or repairs to the facility without approval from Parks.

- b. Concessionaire will operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state, and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

**5. Insurance**

Concessionaire shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured. Concessionaire shall also maintain Workers' Compensation Insurance as required by Indiana Code 22-3-2 et seq. Concessionaire shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Concessionaire and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

**6. Employees**

- a. Concessionaire shall employ all personnel necessary for the operation of the food and beverage concession, and shall pay all necessary wages and payroll tax for such employees. Concession attendants must be a minimum of sixteen (16) years of age. Concessionaire shall designate supervisors. Designation of supervisors is subject to the approval of the Parks Administrator.
- b. All attendants and supervisors must secure any necessary documents and examinations required by any and all public health agencies. Concessionaire must verify that these necessary documents and examinations have been secured.

- c. Concessionaire shall take and successfully complete any trainings and certifications as required by the Monroe County Health Department. Concessionaire shall provide proof of successful completion to Parks by April 24, 2018.

**7. Recordkeeping**

- a. Concessionaire shall designate a treasurer who will keep and maintain books, records and accounts accurately reflecting the expenditure and revenues of the concession. These documents shall be open to inspection at all reasonable times by authorized agents of Parks or the City of Bloomington Controller's Office, such authorization to be given by the Parks Administrator.
- b. Concessionaire shall provide Parks with an annual statement of all financial records pertaining to operation of the concession facilities during the 2018 season.

**8. Safety**

- a. Concessionaire shall be responsible for implementing reasonable safety measures at the concession, and shall ensure that concession attendants are familiar with and comply with such measures.
- b. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
- c. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City which shall be attached to the Agreement as Exhibit A.

**9. Rules and Regulations**

Concessionaire shall abide by all rules and regulations of Parks now in effect, and any rules and regulations which are passed during the term of this Agreement. Concessionaire shall also comply with all local, state and federal laws, including health codes, regarding the operation of the concession and the employment of all personnel.

**C. RESPONSIBILITIES OF PARKS**

**1. Use of Property**

- a. Parks shall grant permission for Concessionaire to use a designated area at the north side of the Complex for the operation of the food and beverage concession. Game night access will be one hour before game times.
- b. During the term of this agreement, any non-Concessionaire concessions operations must be approved by Parks.

**2. Use of Equipment**

Parks shall grant permission to Concessionaire to operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

**3. Electricity**

Parks shall provide all necessary electricity for operation of the concession.

**4. Maintenance**

- a. Parks shall perform all general maintenance of the Complex and its facilities. This shall not relieve Concessionaire of the responsibility to maintain the concession area, as outlined in Article B, Section 3.
- b. Upon notification by the Concessionaire, Parks shall repair or replace defective equipment owned by Parks within a reasonable period of time. The decision whether to repair or replace equipment shall be at Parks' discretion. In the event that equipment has been damaged due to Concessionaire's negligence, Parks may elect not to repair or replace such equipment.
- c. The ice machine located in the concession is aged. Parks will not purchase a replacement machine or make repairs outside of initial start-up. Concessionaire may elect to repair or replace the unit at Concessionaire's expense.
- d. Upon notification by Concessionaire, Parks shall repair or rectify, within a reasonable period of time, any defects at the Complex which create health concerns for the concession. Such defects may include, but not be limited to, plumbing malfunctions, leakage, or infestation.
- e. Parks shall not be responsible for food spoilage or other loss resulting from electrical outage or equipment failure, or from other emergency or act of God.

**5. Inspections**

Parks shall make unscheduled inspections of the concession facility to ensure that facilities and equipment are properly operated and maintained, and that operation is in compliance with the terms of this Agreement. Parks shall request inspections as necessary by the Monroe County Health Department.

**6. Invoices**

Parks shall invoice Concessionaire for each payment at least thirty (30) days in advance of the due date.

**7. Rules and Regulations**

Parks shall furnish Concessionaire with a list of the Parks rules and regulations now in effect, and shall inform Concessionaire of any changes or additions to the rules in a timely manner.

**D. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION**



Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise as a result of the condition of the concession area, or the operation of the concession, including claims for personal injury, property damage, or any other type of claim which might be brought by Concessionaire or by any third party, even if caused by negligence of the releasees.

Concessionaire agrees to assume financial responsibility for the repair or replacement of any concession equipment which is damaged through the negligence of Concessionaire or its employees. The decision to repair or replace damaged equipment shall be at the election of Parks.

**E. ASSIGNMENT OF AGREEMENT**

Concessionaire shall not assign or sub-contract this Agreement or any of its terms except through prior approval of the Parks Administrator.

**F. CHANGE TO AREA; ADVERTISEMENT**

Concessionaire shall not:

1. Change the existing layout of the concession area or its equipment; or
2. Post any advertisements in the concession area without prior written approval of the Parks Administrator.

**G. BREACH OF AGREEMENT**

**1. Notice and Time to Cure**

In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have twenty (20) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within twenty days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

**2. Electricity; Assumption of Operations**

If Concessionaire is the breaching party, upon notice of breach and failure to cure, in addition to any other penalty or remedy to which it is entitled, Parks may shut off electricity to the concession area. Alternatively, Parks may take exclusive possession of its concession equipment and the concession area, and may assume or assign operation of the concession.

**3. Liquidated Damages for Late Payment**

Concessionaire acknowledges that the damages resulting to Parks as a result of late payment of the concession fee would be difficult to ascertain, and that liquidated damages as provided herein are reasonable. If Concessionaire is more than twenty (20) days late in making any scheduled payment to Parks under this Agreement, Parks may assess liquidated damages for late payment of \$100.00 for every month or part thereof that payment is in arrears. Parks shall not be required to comply with the notice and time to cure provisions of Section 1 of this Article in order to assess these liquidated damages.

In the event that late payments are received, Parks shall apply the payments in the following manner: First, to any arrearages; second, to any outstanding liquidated damages; and finally, to any payments presently due.

## **H. TERMINATION**

### **1. Early Termination**

- a. Termination by mutual agreement:** The parties may terminate this Agreement prior to October 1, 2018 by mutual written agreement. In the event that such mutual agreement occurs, the termination shall be governed by the provisions of Section 3, below, unless the parties agree otherwise in writing.
- b. Unilateral termination:** In the event that a non-breaching party elects to unilaterally terminate the Agreement under the provisions of Article G, Section 1, any unpaid portion of the concession fee shall become immediately due and owing, and the monthly liquidated damages described in Article G, Section 3 shall be regularly assessed until the annual fee is paid in full. Additionally, Concessionaire shall bear all costs and expenses related to collection of the fee and any liquidated damages, including, but not limited to, reasonable attorney fees.

### **2. Scheduled Termination**

Unless the parties agree to extend the Agreement as set forth in Section 4, below, this Agreement shall automatically terminate on October 1, 2018.

### **3. Disposition of Facilities Upon Termination**

Upon early or scheduled termination, Concessionaire shall vacate the Center concession within three business days. The concession area and all equipment provided by Parks shall be left clean and in good working order. Concessionaire shall remove any and all food and/or supplies and equipment from the concession area other than those items which are the property of Parks.

### **4. Extension of Agreement**

Prior to the scheduled termination of this Agreement, the parties may agree in writing to extend the term of the Agreement for an additional specified period. Concessionaire shall notify Parks of its desire to extend the Agreement on or before October 1, 2018. In the event that the Agreement is extended, Parks may charge a reasonable additional concession fee.

## **I. MISCELLANEOUS**

### **1. Enforcement**

In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to, court costs and reasonable attorney's fees.

### **2. 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 other 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.

**3. Notices**

Any notice required by this Agreement shall be made in writing to the addresses specified below:

**Parks:** Parks and Recreation Department  
City of Bloomington  
P.O. Box 100  
Bloomington, IN 47402  
ATTN: Dee Tuttle

**Concessionaire:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. 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 the Monroe Circuit Court, Monroe County, Indiana.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

BLOOMINGTON JUNIOR LEAGUE  
BASEBALL ASSOCIATION

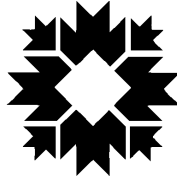
CITY OF BLOOMINGTON

\_\_\_\_\_  
Josh Holden, President

\_\_\_\_\_  
Kathleen Mills, President  
Board of Park Commissioners

\_\_\_\_\_  
Paula McDevitt, Park Administrator

\_\_\_\_\_  
Philippa M. Guthrie, Corporate Counsel



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: C-15  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Lee E Huss - Urban Forester  
**DATE:** 5/18/2018  
**SUBJECT:** Amend Contract to prune 500 street trees

**Recommendation**

Asking to amend the Contract that utilize the services of Rick Patrick Tree Care for the pruning of public street trees in two neighborhoods (The Stands and Adams Hill) to include 19 additional street trees. Also extend the length of the agreement.

**Background**

Utilizing the services of a ISA certified arborist to perform minimal clean and thin to encourage good growth habits and structure and reduce crowding, rubbing limbs primarily of the youngest trees. Shape back and elevate, as needed, to reduce encroaching on streets, sidewalks, traffic signage, and security lights. Remove stubs left by homeowners and remove large broken limbs found aloft.

Upon inspecting the past work performed, both the Urban Forester and the contractor missed a cul-de-sac area in Adams hill that contained 19 additional street trees. We are asking to include these trees and also extend the length of time needed to perform the work

**RESPECTFULLY SUBMITTED,**

---

Lee E Huss  
Urban Forester

**ADDENDUM I**  
**TO**  
**AGREEMENT FOR CONSULTANT SERVICES**  
(Entered in this \_\_\_\_ day of \_\_\_\_\_, 2018)

WHEREAS, on February 27, 2018, the City of Bloomington Department of Parks and Recreation (the “Department”) entered into an Agreement (“Agreement”) with Rick Patrick Tree Care (“Consultant”) to perform street tree pruning of 500 trees in Adams Hill and The Stands neighborhood; and

WHEREAS, the Department wishes to extend the project timeline and expand scope of work for the project; and

WHEREAS, expanding said scope of work will result in additional cost of five hundred seventy dollars and zero cents (\$570.00); and

WHEREAS, the Consultant is in agreement with said changes; and

WHEREAS, pursuant to Article 25 of said Agreement, Agreement may be modified only by a written amendment signed by both parties.

NOW, THEREFORE, the parties hereto mutually agree as follows:

**Article 1. Term:** To amend Article 1 of the Agreement to revise the Scope of Services of the project and to extend the completion date to December 31, 2018 as specified in revised Exhibit A, “Scope of Work”, attached hereto and incorporated into this addendum.

**Article 2. Compensation:** To amend article 4 of the Agreement to reflect the additional compensation in an amount not to exceed Five Hundred Seventy Dollars and Zero Cents (\$570.00).

**Article 3. Modification:** Any other modification to said Agreement shall be in writing per Article 25 of the Agreement.

IN WITNESS WHEREOF, the parties execute this Amendment to the Agreement on the date first set forth.

**CITY OF BLOOMINGTON**

**Rick Patrick Tree Care**

\_\_\_\_\_  
Paula McDevitt, Director  
Parks and Recreation Department

\_\_\_\_\_  
Rick Patrick

\_\_\_\_\_  
Kathleen Mills, Park Board President  
Board of Park Commissioners

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**EXHIBIT "A"**  
**SCOPE OF WORK – REVISIONS**

**Street tree pruning - crown raising and correctional pruning**

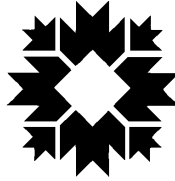
This project shall include, but is not limited to the SCOPE OF WORK

**Locations:** Adams Hill and The Stands neighborhood

**Added Locations:** Maston Ct. in Adams Hill area

**Project Contact:** This work is being coordinated by the City of Bloomington Department of Parks and Recreation Urban Forester and will be paid by the City.

**Timing:** Work can begin March 1st, 2018. Completion date shall be no later than December 31, 2018



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: 4/24/2018  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

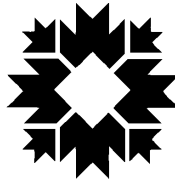
**TO:** Board of Park Commissioners  
**FROM:** Marcia Veldman, Program/Facility Coordinator  
**DATE:** April 24, 2018  
**SUBJECT:** FARMERS' MARKET ADVISORY COUNCIL ANNUAL REPORT

**Background**

Kathy Aiken, Farmers' Market Advisory Council Chair, will deliver the annual report from the Council.

**RESPECTFULLY SUBMITTED,**

\_\_\_\_\_  
Marcia Veldman  
Program/Facility Coordinator



**CITY OF BLOOMINGTON**  
**parks and recreation**

**STAFF REPORT**

Agenda Item: D-4  
Date: 4/24/2018

Administrator  
Review\Approval  
PM

**TO:** Board of Park Commissioners  
**FROM:** Paula McDevitt, Administrator  
**DATE:** April 20, 2018  
**SUBJECT:** **BLOOMINGTON PARKS FOUNDATION DONOR PROGRAM IN SUPPORT OF THE SWITCHYARD PARK**

**Background**

The Bloomington Parks Foundation (the Foundation) is an important part of the success of the Bloomington Parks and Recreation Department, providing enhancements to existing parks, securing land for new parks, providing funds for program scholarships and other special projects.

The development of the Switchyard Park is a special and significant project for the community. It is the largest park development in the history of the department. The Foundation is a partner with the department in support and success of the park.

In 2017 the Foundation and the department co-funded a feasibility study to determine the strategy necessary to conduct a successful donor program to support the Switchyard Park. The results of the study led to continued discussion between both organizations in the design of the Switchyard Park donor program. The Foundation led by Debbie Lemon, President and Travis Vencel, board member and Past President have made the Switchyard Park donor program a significant project for the Foundation in 2018 and for years to come.

The Foundation will keep the Board of Park Commissioners updated on the Switchyard Park donor program. A formal partnership agreement for the program will be presented to the Board of Park Commissioners at a future meeting.

**RESPECTFULLY SUBMITTED,**

---

Paula McDevitt, Administrator