



AGENDA

City of Bloomington Board of Park Commissioners
Regular Meeting: Tuesday, December 12, 2023 4:00 – 5:30 p.m.

Council Chambers
401 N. Morton

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

- A-1. Approval of Minutes of November 28, 2023
- A-2. Approval of Claims Submitted November 28, 2023 through December 11, 2023
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Review/Approval of (16) 2024 service agreements in Operations Division (Mark Marotz)
- A-8. Review/Approval of contract with Oiko for invasive plant management (Joanna Sparks)
- A-9. Review/Approval of partnership agreement with MC-IRIS (Joanna Sparks)
- A-10. Review/Approval of partnership agreement with Purdue Extension (Shelby Drake)
- A-11. Review/Approval of partnership agreement with Lisa Greathouse (Shelby Drake)
- A-12. Review/Approval of MOU with Monroe County Public Library for Butler Park story walk (Bill Ream)
- A-13. Review/Approval of contract with Cassady Electric for light repairs at RCA Park (Satoshi Kido)
- A-14. Review/Approval of service agreement with Elevated for TLRC elevator service (Daren Eads)
- A-15. Review/Approval of 2024 Garden Agreement Template (Sarah Mullin)

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award – Ray Major (Emily Buuck)
- B-2. Parks Partner Award - none
- B-3. Staff Introductions -none

C. OTHER BUSINESS

- C-1. Review/Approval of Addendum with Centerstone for January-February employees (Joanna Sparks)
- C-2. Review/Approval of Contract with Snider Recreation for Bryan Park playground install (Tim Street)
- C-3. Review/Approval of Contract with Whole Sun Designs for solar panel installation (Tim Street)
- C-4. Review/Approval of Addendum with REA for Bicentennial Gateways project (Tim Street)
- C-5. Review/Approval of Contract with Universal Sign for trail branding project (Julie Ramey)
- C-6. Review/Approval of Contract with Sunset Hill Fence Co. for Butler Park garden fence (Sarah Mullin)
- C-7. Review/Approval of Contract with Electric Plus for Switchyard Park basketball court light installation (Satoshi Kido)
- C-8. Review/Approval of Contract with Jack Laurie Group for TLRC court resurfacing (Daren Eads)

D. REPORTS

- D-1. Sports Division – Bloomington Pickleball Club Annual Report (Satoshi Kido)
- D-2. Operations Division - no report
- D-3. Recreation Division - no report
- D-4. Administration Division - no report

E. PUBLIC COMMENT

ADJOURNMENT

This meeting may also be accessed electronically via Community Access Television or Zoom, allowing for remote public attendance and participation. The public attending electronically are encouraged to send remote submissions of public comment (via email, to tim.street@bloomington.in.gov).

The meeting may accessed at the following link:

Join Zoom Meeting

<https://bloomington.zoom.us/j/87369797649?pwd=VkpEaHQ4M1R5dlllUVkdUVnWWlkUT09>

Meeting ID: 873 6979 7649 Passcode: 306076

Find your local number: <https://bloomington.zoom.us/u/kbcaMruFav>



A-1

12-12-2023

Board of Park Commissioners
Regular Meeting
Minutes

Regular Meeting: Tuesday, November 28, 2023 4:00 – 5:30 p.m.

Council Chambers
401 North Morton
(Virtual Zoom)

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:02pm

Present: Kathleen Mills, Israel Herrera, Jim Whitlatch and Ellen Rodkey

A. CONSENT CALENDAR

- A-1. Approval of Minutes of October 24, 2023
- A-2. Approval of Claims Submitted October 24, 2023 through November 27, 2023
- A-3. Approval of Non-Reverting Budget Amendments
- A-4. Review of Business Reports
- A-5. Review/Approval of Credit Card Refunds
- A-6. Approval of Surplus
- A-7. Review/Approval of (12) 2024 Service Agreements in Sport Division
- A-8. Review/Approval of Contract with Ross Newsom for holiday market carriage rides
- A-9. Review/Approval of Service Agreement with S.C. Pryor for 2024 services
- A-10. Review/Approval of Contract with Native View LLC for B-Line landscape maintenance
- A-11. Review/Approval of Service Agreement with Tree Guy for 2024 services
- A-12. Review/Approval of Contract with Everywhere Signs for RCA Park sign installation

Ellen Rodkey made a motion to approve Consent Calendar. Jim Whitlatch seconded the motion. Vote take: motion unanimously carried 4-0

B. PUBLIC HEARINGS/APPEARANCES

- B-1. Bravo Award - none
- B-2. Parks Partner Award - none
- B-3. Staff Introductions -none

C. OTHER BUSINESS

C-1. Review/Approval of Contract with Commercial Service for Twin Lakes Recreation Center HVAC

Daren Eads, Sports Facility Coordinator in order to keep facilities in good working condition, the services of a professional contractor would be required. Contractor would perform HVAC preventive maintenance at Twin Lakes Recreation Center. Staff recommended approval of the contract with Commercial Services, in an amount not to exceed \$9,268.75. Funding source would be from Twin Lakes Recreation's Non-Reverting Fund.

Ellen Rodkey made a motion to approve contract with Commercial Services. Jim Whitlatch seconded the motion. Vote take: motion unanimously carried 4-0

C-2. Review/Approval of Contract with Baker Stone Work for Rose Hill Cemetery Wall Repair

Mark Marotz, Operations Superintendent due to damage from a vehicle accident, staff wished to have repairs made to the wall at Rose Hill Cemetery. The contractor would remove stones in the damaged area, creating an eight foot pathway, lay 12 inch square pillar in center of opening using existing stone from the wall, lay new stone pillar to the south of the

opening using stone from the wall, and adding new stone as need. Repairs would leave an opening for future pedestrian connections. Staff recommended approval of the contract with Baker Stone Work in an amount not to exceed \$5,075. Funding source would be from Cemetery Non-Reverting Fund.

Ellen Rodkey made a motion to approve contract with Baker Stone Work. *Jim Whitlatch* seconded the motion. Vote take: motion unanimously carried 4-0

C-3. Review/Approval of Contract with Eco-Logic for 2024 Deer Browse Monitoring at Griffy Lake Nature Preserve

Steve Cotter, Natural Resource Manager to monitor the health of plant communities at Griffy Lake Nature Preserve, staff recommended approval of a contract with Eco Logic, LLC. The consultant would collect data in 2024 on 12 transects, monitor browse on herbaceous and woody vegetation. To determine whether there had been a decline, increase, or no statistical change in the amount of deer browse at Griffy Lake, the results would be compared to previous years' data. The project would be funded from Natural Resources Non-Reverting Fund, in an amount not to exceed \$12,870.

Board Comments: *Jim Whitlatch inquired:* if price had increased. *Steve Cotter responded:* there had been a slight increase. *Kathleen Mills inquired:* on the number of deer recently removed. *Steve Cotter responded:* twenty-five the first weekend. Another weekend had been scheduled.

Ellen Rodkey made a motion to approve contract with Eco-Logic. *Jim Whitlatch* seconded the motion. Vote take: motion unanimously carried 4-0

C-4. Review/Approval of Contract with Marshall Security, LLC for 2024 Security Services

Tim Street, Interim Director BPRD wished to continue to have professional security services provided in parks and along trails. Vendor would provide one unarmed uniformed security officer to patrol Switchyard Park daily from 5pm to 5am. Vendor would provide one unarmed uniformed security officer to patrol identified parks and trails daily from 6am to 8pm. Vendor would provide two unarmed uniformed security officers to patrol together at identified parks and trails from 8pm to 1am. Vendor would close a few of the park restrooms at night. Staff recommended approval of the contract with Marshalls Security Service. Funding source would be from Operations and Switchyard Parks General Funds, in an amount not to exceed \$360,000.

Board Comments: *Kathleen Mills inquired:* if the restrooms were locked year round or seasonal. *Tim Street responded:* for the most part seasonal. Park staff would open restrooms in the mornings, when the facilities would be cleaned. *Kathleen Mills inquired:* how many years had Parks hired outside security services. *Tim Street responded:* 2023 was the first year for full size contract. Smaller portions in 2021 and 2022. *Israel Herrera inquired:* if it had been the same provider during that time frame. *Tim Street responded:* yes, Marshall Security had been used each year. *Jim Whitlatch:* was concerned with only one security officer being on shift at SYP during the late night hours. *Tim Street responded:* Marshall runs security at multiple places throughout the city, and their security officers had contract with each other. *Jim Whitlatch requested:* security be discussed at a future Park Board Word Session. *Ellen Rodkey inquired:* security services were not provided on holidays, had there been any issues on holidays. *Tim Street responded:* there hadn't been any issues during the holidays.

Ellen Rodkey made a motion to approve the contract with Marshall Security. *Jim Whitlatch* seconded the motion. Vote take: motion unanimously carried 4-0

C-5. Review/Approval of 2024 Fee Schedule

Tim Street, Interim Director at the October 24, 2023 meeting, the 2024 Price Schedule Draft had been presented to the Board for review. Three changes had been made since that time.

- On page 6, under Program/Classes/Special Events, a correction had been made. Increased Banneker Summer Camp from \$10 to \$15.
- A fee had been changed on page 9, under Miscellaneous. The Prepared Food Vendors/Food Truck/Pushcarts fee had been changed from the proposed "5% gross proceeds" to a flat fee of \$26 per site per day, or \$28 per site per day with electricity and/or water.
- On Page 15, under Large Shelters, RCA Large Shelter had been added back to listing. Fee would be \$72 (weekdays M-Th.) and \$87 (weekends & holidays).

No other revisions or additions had been made. Staff recommended approval of the 2024 Price Schedule.

Board Comments: *Ellen Rodkey inquired:* Wi-Fi was available. *Tim Street responded:* public Wi-Fi was available. *Ellen Rodkey inquired:* if the flat fee for Prepared Food Vendors/Food Truck/Pushcarts would be a one year trial. *Tim Street responded:* that was correct. The Master Plan would be in 2024, and many things regarding the Market would be reviewed at that time. *Kathleen Mills responded:* the one year trial would give all Farmers' Market vendors an opportunity to provide feedback on the fees.

Ellen Rodkey made a motion to approve 2024 Fee Schedule. *Jim Whitlatch* seconded the motion. Vote take: motion unanimously carried 4-0

D. REPORTS

D-1. Sports Division

Dee Tuttle, Facility/Program Manager presented an update on the 2023 Aquatics Season

- Bryan pool - opened from May 27 through September 4
- Mills pool - opened from May 27 through July 30
- Daily admission - Bryan 28,381 Mills 9,005
- Season passes/ 20 punch economy pass at Bryan – 464/451
- Bloomington Parks Camps – Bryan 1,238 Mills 596
- 5 additional camps by other organizations – Bryan 863 Mills 329
- Private pool rentals – Bryan 15 Mills 7
- Lesson – 194 participants/1,552 swim lessons instructed
- Employee training – 80 hours pre-season training and 75 hours in-service training
- 2023 Revenue – Bryan \$164,330 Mills \$48,170 Concessions \$32,111

Discussion had been held regarding the difficulties and challenges in maintaining aging swimming pools. Mechanical repairs in 2023 season, totaled more than \$20,000. Difficulty of hiring and keeping the number of lifeguards that were needed. Possibility of implementing cashless payments.

D-2. Operations Division

Haskell Smith, Urban Forester present the Canopy Bloomington Youth Tree Tenders Report

In June of 2023, Parks launched the second year of the Youth Tree Tenders program in partnership with CanopyBloomington. Through hands-on experience, the program sought to continue to foster a deeper appreciation for nature and environmental stewardship among students towards their community's urban green spaces, while also giving insight into careers in "green jobs." In 2022 and 2023, approximately two thirds of the trees (416 trees) planted in Switchyard Park had received some form a maintenance and care (pruning, mulching, or other care) where they otherwise may not have.

Haskell Smith introduced Ava Hartman, Urban Forester CanapyBloominton

Ava Hartman had been in the field with the Young Tree Tenders every day, and it had given her an opportunity to see what the kids experienced through the program. Through the month of June, they had worked four hours every day pruning, mulching and watering approximately 200 trees. It had been a great community building experience, because not only were the Tree Stewarts out in the community working on Urban Green infrastructure, it gave the community an opportunity to stop and ask the students questions. The city trees benefited from care provided by the students, and the Young Tree Tenders learned different ways to become involved in Urban Green infrastructure, and how they could get professional experience during their summer as a high school student.

D-3. Recreation Division - no report

D-4. Administration Division - no report

E. PUBLIC COMMENT

E-1. Kathleen Mills opened the floor to public comments. The Board received public comments regarding Farmers' Market vendor fees.

Tim Street, Interim Director the next Board of Park Commissioners meeting was scheduled for Tuesday, December 12, 2023

ADJOURNMENT

Meeting adjourned at 4:47pm

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Kim Clapp".

Kim Clapp,
Secretary Board of Park Commissioners

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/1/2023	Payroll				168,474.63
					<u>168,474.63</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 168,474.63

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Dated this _____ day of _____ year of 20_____.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in
accordance with IC 5-11-10-1.6.

Fiscal Officer _____



Board of Park Commissioners Claim Register

Invoice Date Range 11/23/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	336501645001	18-Black toner cartridge replacement	Paid by EFT # 56204		11/28/2023	11/28/2023	12/08/2023		12/08/2023	69.99
5099 - Office Three Sixty, INC	2742785	18-2024 Calendars-Sharples-17x11 Paper-Whiteout-KleverKutters	Paid by EFT # 56205		11/28/2023	11/28/2023	12/08/2023		12/08/2023	548.07
Account 52110 - Office Supplies Totals									Invoice Transactions 2	\$618.06
Account 53210 - Telephone										
1079 - AT&T	812349370011-23	18-phone charges 10/20-11/19/23-#812349-3700 107 2	Paid by Check # 77716		11/29/2023	11/29/2023	11/29/2023		11/29/2023	2,231.52
Account 53210 - Telephone Totals									Invoice Transactions 1	\$2,231.52
Account 53230 - Travel										
7906 - Timothy Robert Street	IPRA-11/2023	18-per diem/fuel reimb-IPRA Conf-Ft Wayne-11/15-11/16/23	Paid by EFT # 56253		11/28/2023	11/28/2023	12/08/2023		12/08/2023	93.48
Account 53230 - Travel Totals									Invoice Transactions 1	\$93.48
Program 181000 - Administration Totals									Invoice Transactions 4	\$2,943.06
Program 181001 - Health & Wellness										
Account 52210 - Institutional Supplies										
6302 - Cardio Partners, INC	1	18 - CPR supplies-manikin kit with CPR monitor	Paid by EFT # 56077		11/28/2023	11/28/2023	12/08/2023		12/08/2023	612.76
Account 52210 - Institutional Supplies Totals									Invoice Transactions 1	\$612.76
Program 181001 - Health & Wellness Totals									Invoice Transactions 1	\$612.76
Program 181100 - Marketing										
Account 52110 - Office Supplies										
53442 - Paragon Micro, INC	S5136609	18-Laptop workstation for Digital Content Coord	Paid by EFT # 56211		11/28/2023	11/28/2023	12/08/2023		12/08/2023	2,879.97
Account 52110 - Office Supplies Totals									Invoice Transactions 1	\$2,879.97
Account 53220 - Postage										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	41565M	18-Griffy letter to neighboring landowners EDDM 2023	Paid by EFT # 56047		11/28/2023	11/28/2023	12/08/2023		12/08/2023	776.85
Account 53220 - Postage Totals									Invoice Transactions 1	\$776.85
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231138462	18-30-sec spots for 2023 Public Skating on WHCC	Paid by EFT # 56242		11/28/2023	11/28/2023	12/08/2023		12/08/2023	250.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 181100 - Marketing										
Account 53320 - Advertising										
6580 - Sound Management, LLC (WBWB/WHCC)	IN-1231138456	18-30-sec spots for Public Skating on WBWB 2023	Paid by EFT # 56242		11/28/2023	11/28/2023	12/08/2023		12/08/2023	250.00
Account 53320 - Advertising Totals								Invoice Transactions	2	\$500.00
Program 181100 - Marketing Totals								Invoice Transactions	4	\$4,156.82
Program 182001 - Aquatics - Bryan Pool										
Account 53610 - Building Repairs										
1537 - Indiana Door & Hardware Specialties, INC	9406AA	18-Bryan Pool Concession Door Replacement	Paid by Check # 77730		11/28/2023	11/28/2023	12/08/2023		12/08/2023	720.00
Account 53610 - Building Repairs Totals								Invoice Transactions	1	\$720.00
Account 53650 - Other Repairs										
54255 - Spear Corporation	324641	18-Bryan and Mills pool winterization	Paid by EFT # 56244		11/28/2023	11/28/2023	12/08/2023		12/08/2023	886.32
Account 53650 - Other Repairs Totals								Invoice Transactions	1	\$886.32
Account 53840 - Lease Payments										
7255 - BOKF, NA	BTONGENREV2 11223	06-BTONGENREV21 (Solar Panels)-12/2023	Paid by EFT # 56067		11/28/2023	11/28/2023	12/08/2023		12/08/2023	11,404.77
Account 53840 - Lease Payments Totals								Invoice Transactions	1	\$11,404.77
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00531728	18-Fire Extinguisher Inspection-Bryan Park Pool	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	176.70
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$176.70
Program 182001 - Aquatics - Bryan Pool Totals								Invoice Transactions	4	\$13,187.79
Program 182002 - Aquatics - Mills Pool										
Account 52220 - Agricultural Supplies										
177 - Indiana Oxygen Company, INC	10262136	18-CO2 for pools - tank rental	Paid by EFT # 56142		11/28/2023	11/28/2023	12/08/2023		12/08/2023	22.25
Account 52220 - Agricultural Supplies Totals								Invoice Transactions	1	\$22.25
Account 53630 - Machinery and Equipment Repairs										
54255 - Spear Corporation	324641	18-Bryan and Mills pool winterization	Paid by EFT # 56244		11/28/2023	11/28/2023	12/08/2023		12/08/2023	800.00
Account 53630 - Machinery and Equipment Repairs Totals								Invoice Transactions	1	\$800.00
Account 53840 - Lease Payments										
7255 - BOKF, NA	BTONGENREV2 11223	06-BTONGENREV21 (Solar Panels)-12/2023	Paid by EFT # 56067		11/28/2023	11/28/2023	12/08/2023		12/08/2023	9,368.21
Account 53840 - Lease Payments Totals								Invoice Transactions	1	\$9,368.21



Board of Park Commissioners Claim Register

Invoice Date Range 11/23/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182002 - Aquatics - Mills Pool										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00531872	18-Fire Extinguisher Inspection-Mills Pool	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	15.80
Account 53990 - Other Services and Charges Totals								Invoice Transactions	1	\$15.80
Program 182002 - Aquatics - Mills Pool Totals								Invoice Transactions	4	\$10,206.26
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3156538613	18-FSC Zamboni Propane 10-28-23	Paid by EFT # 56052		11/28/2023	11/28/2023	12/08/2023		12/08/2023	103.57
Account 52240 - Fuel and Oil Totals								Invoice Transactions	1	\$103.57
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VLM-1XKW-3X6G	18-FSC Rolling Mechanical room shelf, 2 whiteboards	Paid by EFT # 56051		11/28/2023	11/28/2023	12/08/2023		12/08/2023	536.66
Account 52340 - Other Repairs and Maintenance Totals								Invoice Transactions	1	\$536.66
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HDC-QRH4-M464	18-FSC Band-Aids, dustbuster, mop hanger, paint pens	Paid by EFT # 56051		11/28/2023	11/28/2023	12/08/2023		12/08/2023	169.41
Account 52420 - Other Supplies Totals								Invoice Transactions	1	\$169.41
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	16228	18-Zamboni driver sweatshirts, staff tshirts	Paid by EFT # 56045		11/28/2023	11/28/2023	12/08/2023		12/08/2023	130.00
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	16227	18-Zamboni driver sweatshirts, staff tshirts	Paid by EFT # 56045		11/28/2023	11/28/2023	12/08/2023		12/08/2023	486.00
Account 52430 - Uniforms and Tools Totals								Invoice Transactions	2	\$616.00
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	155999ES	06-City Fac.-Natural Gas Commodity-October 2023 management fee	Paid by EFT # 56041		11/29/2023	11/29/2023	11/29/2023		11/29/2023	1,271.66
Account 53540 - Natural Gas Totals								Invoice Transactions	1	\$1,271.66
Account 53840 - Lease Payments										
7255 - BOKF, NA	BTONGENREV2 11223	06-BTONGENREV21 (Solar Panels)-12/2023	Paid by EFT # 56067		11/28/2023	11/28/2023	12/08/2023		12/08/2023	18,464.87
Account 53840 - Lease Payments Totals								Invoice Transactions	1	\$18,464.87



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Invoice Date Range 11/23/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3218687	18 - FSC Entry Rug Cleaning Service - 11-14-2023	Paid by EFT # 56217		11/28/2023	11/28/2023	12/08/2023		12/08/2023	77.21
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 1	\$77.21
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003235034	18-Landfill December 2023 FSC	Paid by EFT # 56042		11/29/2023	11/29/2023	11/29/2023		11/29/2023	184.25
Account 53950 - Landfill Totals									Invoice Transactions 1	\$184.25
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00531729	18-FSC Fire Extinguisher Inspection	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	63.20
Account 53990 - Other Services and Charges Totals									Invoice Transactions 1	\$63.20
Program 182500 - Frank Southern Center Totals									Invoice Transactions 10	\$21,486.83
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	172751	18 - Cascades Mole Treatment	Paid by Check # 77733		11/28/2023	11/28/2023	12/08/2023		12/08/2023	68.97
4574 - John Deere Financial f.s.b. (Rural King)	172749	18 - Cascades Mole Treatment	Paid by Check # 77733		11/28/2023	11/28/2023	12/08/2023		12/08/2023	68.97
4574 - John Deere Financial f.s.b. (Rural King)	172750	18 - credit return Cascades Mole Treatment	Paid by Check # 77733		11/28/2023	11/28/2023	12/08/2023		12/08/2023	(68.97)
Account 52220 - Agricultural Supplies Totals									Invoice Transactions 3	\$68.97
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3156484508	18 - Cascades Propane for Maint building	Paid by EFT # 56052		11/28/2023	11/28/2023	12/08/2023		12/08/2023	2,087.55
Account 52240 - Fuel and Oil Totals									Invoice Transactions 1	\$2,087.55
Account 52340 - Other Repairs and Maintenance										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	545536	18-Floor Dri	Paid by EFT # 56243		11/28/2023	11/28/2023	12/08/2023		12/08/2023	9.61
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 1	\$9.61
Account 52420 - Other Supplies										
651 - Engraving & Stamp Center, INC	44964	18 - Cascades City Tournament Plaque Plates	Paid by EFT # 56100		11/28/2023	11/28/2023	12/08/2023		12/08/2023	39.20
3958 - Kenney Machinery LLC	X42775	18 - Cascades Credit Memo-freight/handling charged	Paid by EFT # 56158		11/28/2023	11/28/2023	12/08/2023		12/08/2023	(26.67)



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52420 - Other Supplies										
3958 - Kenney Machinery LLC	X42093	18 - Cascades Credit Memo-sprockets, chains	Paid by EFT # 56158		11/28/2023	11/28/2023	12/08/2023		12/08/2023	(399.57)
3958 - Kenney Machinery LLC	X42036	18 - Cascades-Sprockets, chains	Paid by EFT # 56158		11/28/2023	11/28/2023	12/08/2023		12/08/2023	426.24
476 - Southern Indiana Parts, INC (Napa Auto Parts)	544675	18 - Cascades Spark Plugs	Paid by EFT # 56243		11/28/2023	11/28/2023	12/08/2023		12/08/2023	18.96
Account 52420 - Other Supplies Totals							Invoice Transactions		5	\$58.16
Account 52430 - Uniforms and Tools										
3958 - Kenney Machinery LLC	X41212	18 - Cascades Parts for Sidewinder Mower	Paid by EFT # 56158		11/28/2023	11/28/2023	12/08/2023		12/08/2023	294.67
Account 52430 - Uniforms and Tools Totals							Invoice Transactions		1	\$294.67
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	155999ES	06-City Fac.-Natural Gas Commodity-October 2023 management fee	Paid by EFT # 56041		11/29/2023	11/29/2023	11/29/2023		11/29/2023	14.51
Account 53540 - Natural Gas Totals							Invoice Transactions		1	\$14.51
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003234498	18-Landfill December 2023 Golf Course Clubhouse	Paid by EFT # 56042		11/29/2023	11/29/2023	11/29/2023		11/29/2023	347.75
Account 53950 - Landfill Totals							Invoice Transactions		1	\$347.75
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00530445	18 - Cascades Fire Extinguisher Inspection	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	110.60
Account 53990 - Other Services and Charges Totals							Invoice Transactions		1	\$110.60
Program 183500 - Golf Services Totals							Invoice Transactions		14	\$2,991.82
Program 184000 - Natural Resources										
Account 52220 - Agricultural Supplies										
4568 - Forestry Suppliers, INC	475075-00	18-(3) pH strips, (4) DO, NO3/NO2 strips, (1) Therm -LSND	Paid by EFT # 56109		11/28/2023	11/28/2023	12/08/2023		12/08/2023	262.98
Account 52220 - Agricultural Supplies Totals							Invoice Transactions		1	\$262.98
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	558074	18-guide bar, chain saw chain	Paid by EFT # 56060		11/28/2023	11/28/2023	12/08/2023		12/08/2023	46.98
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions		1	\$46.98



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184000 - Natural Resources										
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	19547	18-Griffy and Wapehani Restroom Service - November 2023	Paid by EFT # 56262		11/28/2023	11/28/2023	12/08/2023		12/08/2023	140.00
Account 53920 - Laundry and Other Sanitation Services Totals								Invoice Transactions	1	<u>\$140.00</u>
Program 184000 - Natural Resources Totals								Invoice Transactions	3	<u>\$449.96</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QYK-PDRH-3H3N	18- Yukon Grilling Basket	Paid by EFT # 56051		11/28/2023	11/28/2023	12/08/2023		12/08/2023	24.99
11589 - Bloomington Cooperative Services (Bloomingtonfoods)	111323	18- 20# chestnuts for holiday market	Paid by EFT # 56065		11/28/2023	11/28/2023	12/08/2023		12/08/2023	98.60
4610 - Hopscotch Coffee, LLC	000097	18- coffee for holiday market	Paid by EFT # 56133		11/28/2023	11/28/2023	12/08/2023		12/08/2023	136.88
4574 - John Deere Financial f.s.b. (Rural King)	203010	18-charcoal and chimney for Holiday Market	Paid by Check # 77733		11/28/2023	11/28/2023	12/08/2023		12/08/2023	14.90
Account 52420 - Other Supplies Totals								Invoice Transactions	4	<u>\$275.37</u>
Account 53730 - Machinery and Equipment Rental										
536 - Chris Ramsey (KingSnake Sound Company)	140716	18- Sound Equipment Rental and Sound Engineering Services	Paid by EFT # 56223		11/28/2023	11/28/2023	12/08/2023		12/08/2023	525.00
Account 53730 - Machinery and Equipment Rental Totals								Invoice Transactions	1	<u>\$525.00</u>
Account 53990 - Other Services and Charges										
2538 - Bloomington Chamber Singers, INC	2302	18- Performance-Bloom.ington Chamber Singers-Holiday Mk	Paid by EFT # 56064		11/28/2023	11/28/2023	12/08/2023		12/08/2023	450.00
5761 - Ross Alan Newsom	11/25/23	18- Carriage ride services for the 5 hours plus deposit	Paid by EFT # 56202		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,000.00
336 - Southside Rental Center, INC	24574	18- Holiday Market Tents	Paid by Check # 77742		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,452.94
Account 53990 - Other Services and Charges Totals								Invoice Transactions	3	<u>\$2,902.94</u>
Program 186500 - Community Events Totals								Invoice Transactions	8	<u>\$3,703.31</u>
Program 187001 - Adult Sports-Softball										
Account 53840 - Lease Payments										
7255 - BOKF, NA	BTONGENREV2 11223	06-BTONGENREV21 (Solar Panels)-12/2023	Paid by EFT # 56067		11/28/2023	11/28/2023	12/08/2023		12/08/2023	9,775.52
Account 53840 - Lease Payments Totals								Invoice Transactions	1	<u>\$9,775.52</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 187001 - Adult Sports-Softball										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003235045	18-Landfill December 2023 TLSP-inc adjustments	Paid by EFT # 56042		11/29/2023	11/29/2023	11/29/2023		11/29/2023	153.01
Account 53950 - Landfill Totals							Invoice Transactions 1			<u>\$153.01</u>
Program 187001 - Adult Sports-Softball Totals							Invoice Transactions 2			<u>\$9,928.53</u>
Program 187202 - Youth Sports-Winslow										
Account 53840 - Lease Payments										
7255 - BOKF, NA	BTONGENREV2 11223	06-BTONGENREV21 (Solar Panels)-12/2023	Paid by EFT # 56067		11/28/2023	11/28/2023	12/08/2023		12/08/2023	18,736.41
Account 53840 - Lease Payments Totals							Invoice Transactions 1			<u>\$18,736.41</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00530079	18- 2023 Winslow Fire Extinguisher Inspection	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	55.30
Account 53990 - Other Services and Charges Totals							Invoice Transactions 1			<u>\$55.30</u>
Program 187202 - Youth Sports-Winslow Totals							Invoice Transactions 2			<u>\$18,791.71</u>
Program 187208 - Youth Sports-Olcott										
Account 53840 - Lease Payments										
7255 - BOKF, NA	BTONGENREV2 11223	06-BTONGENREV21 (Solar Panels)-12/2023	Paid by EFT # 56067		11/28/2023	11/28/2023	12/08/2023		12/08/2023	3,122.74
Account 53840 - Lease Payments Totals							Invoice Transactions 1			<u>\$3,122.74</u>
Program 187208 - Youth Sports-Olcott Totals							Invoice Transactions 1			<u>\$3,122.74</u>
Program 187500 - Banneker										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	155999ES	06-City Fac.-Natural Gas Commodity-October 2023 management fee	Paid by EFT # 56041		11/29/2023	11/29/2023	11/29/2023		11/29/2023	19.09
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$19.09</u>
Account 53840 - Lease Payments										
7255 - BOKF, NA	BTONGENREV2 11223	06-BTONGENREV21 (Solar Panels)-12/2023	Paid by EFT # 56067		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,493.48
Account 53840 - Lease Payments Totals							Invoice Transactions 1			<u>\$1,493.48</u>
Program 187500 - Banneker Totals							Invoice Transactions 2			<u>\$1,512.57</u>
Program 189000 - Operations										
Account 52210 - Institutional Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	202601	18-2 brooms	Paid by Check # 77733		11/28/2023	11/28/2023	12/08/2023		12/08/2023	21.98
Account 52210 - Institutional Supplies Totals							Invoice Transactions 1			<u>\$21.98</u>



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52230 - Garage and Motor Supplies										
8658 - Kleindorfer's Hardware LLC	774876	18-all tread screw, nut, washer for John Deere @ SYP	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	2.82
476 - Southern Indiana Parts, INC (Napa Auto Parts)	547502	18-battery for John Deere 445 at SYP	Paid by EFT # 56243		11/28/2023	11/28/2023	12/08/2023		12/08/2023	68.62
Account 52230 - Garage and Motor Supplies Totals									Invoice Transactions 2	\$71.44
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	558341	18-lumber Rogers Family Farm Boardwalk	Paid by EFT # 56060		11/28/2023	11/28/2023	12/08/2023		12/08/2023	69.42
409 - Black Lumber Co. INC	558034	18-trim for Rosehill office	Paid by EFT # 56060		11/28/2023	11/28/2023	12/08/2023		12/08/2023	71.88
8658 - Kleindorfer's Hardware LLC	775370	18-tools & bolts needed to lock grills & restroom maint.	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	53.91
8658 - Kleindorfer's Hardware LLC	774652	18-materials for Rogers Park Boardwalk	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	11.88
8658 - Kleindorfer's Hardware LLC	774688	18-materials for Rogers Park Boardwalk	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	58.84
8658 - Kleindorfer's Hardware LLC	773698	18-1 case black spray paint	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.75
365 - Rogers Group, INC	0713014258	18-1/4 minus B-Line Trail	Paid by EFT # 56230		11/28/2023	11/28/2023	12/08/2023		12/08/2023	120.00
Account 52310 - Building Materials and Supplies Totals									Invoice Transactions 7	\$423.68
Account 52340 - Other Repairs and Maintenance										
8658 - Kleindorfer's Hardware LLC	775091	18-materials for truck 808-blade, square bit, bar	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	39.07
8658 - Kleindorfer's Hardware LLC	774750	18-materials for truck 808	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	14.59
6262 - Koenig Equipment, INC	P41990	18-bearing, filter, chute for 625 I Gator	Paid by EFT # 56163		11/28/2023	11/28/2023	12/08/2023		12/08/2023	275.02
6262 - Koenig Equipment, INC	P42042	18-bearings for Gator #625	Paid by EFT # 56163		11/28/2023	11/28/2023	12/08/2023		12/08/2023	102.97
786 - Richard's Small Engine, INC	526471	18-gear drive motor for Scag Windstorm	Paid by EFT # 56226		11/28/2023	11/28/2023	12/08/2023		12/08/2023	149.99
Account 52340 - Other Repairs and Maintenance Totals									Invoice Transactions 5	\$581.64
Account 52420 - Other Supplies										
5763 - Miracle Recreation Equipment Company	866484	18-Replacement panel, 5-step & sngl stp pltfm	Paid by EFT # 56186		11/28/2023	11/28/2023	12/08/2023		12/08/2023	4,183.70
Account 52420 - Other Supplies Totals									Invoice Transactions 1	\$4,183.70



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53130 - Medical										
231 - IU Health OCC Health Services	00151440-00	18-Hearing test - McIntire-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151430-00	18-Hearing test- Hazel-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151441-00	18-Hearing test - McMasters-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151442-00	18-Hearing test - D. Miller-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151424-00	18-Hearing test - Foddrill-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151423-00	18-Hearing test - Fleener-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151419-00	18-Hearing test- Cassidy-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151447-00	18-Hearing test- A. Robertson-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151436-00	18-Hearing tests - Ketcham-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151415-00	18-Hearing test - Barnes-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151445-00	18-Hearing test - Paris-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151450-00	18-Hearing test - N. Rollins-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151426-00	18-Hearing test - Gocken-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151432-00	18-Hearing tests - IM. Hollingsworth-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151439-00	18-Hearing test - Marotz-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151433-0	18-Hearing test - Hudson-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151435-00	18-Hearing test- K. Inman-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151443-00	18-Hearing test - Mingee-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151446-00	18-Hearing test - R. Rhodes-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151418-00	18-Hearing test - Brown-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151451-00	18-Hearing test - Salisbury-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53130 - Medical										
231 - IU Health OCC Health Services	00151456-00	18-Hearing test - J. Wetnight-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151437-00	18-Hearing test - D. Livingston-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151416-00	18-Hearing test - Bond-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151422-00	18-Hearing test - Engel-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151448-00	18-Hearing test - R. Robertson-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151459-00	18-Hearing test - Roark-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151449-00	18-Hearing Test - V Robertson-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
Account 53130 - Medical Totals									Invoice Transactions 28	\$1,036.00
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	155999ES	06-City Fac.-Natural Gas Commodity-October 2023 management fee	Paid by EFT # 56041		11/29/2023	11/29/2023	11/29/2023		11/29/2023	109.07
Account 53540 - Natural Gas Totals									Invoice Transactions 1	\$109.07
Account 53610 - Building Repairs										
818 - Everywhere Signs, LLC	60099	18-Lighting repairs to outdoor marquee at the BCT	Paid by EFT # 56103		11/28/2023	11/28/2023	12/08/2023		12/08/2023	685.00
Account 53610 - Building Repairs Totals									Invoice Transactions 1	\$685.00
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3219092	18-Floor mat services @ RH/Ops Office-11/15/23	Paid by EFT # 56217		11/28/2023	11/28/2023	12/08/2023		12/08/2023	25.52
53657 - Plymate, INC	3219093	18-Floor mat services @ Ops Ctr - 11/15/23	Paid by EFT # 56217		11/28/2023	11/28/2023	12/08/2023		12/08/2023	28.26
Account 53920 - Laundry and Other Sanitation Services Totals									Invoice Transactions 2	\$53.78
Account 53990 - Other Services and Charges										
8804 - Michael T Gilbert (Monument Lettering Service)	RHC11142023	18-Adding names to Scatter Garden Memorial	Paid by EFT # 56113		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,100.00
392 - Koorsen Fire & Security, INC	IN00531873	18-Annual fire extinguisher inspection for Rose Hill Cemetery	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	23.70



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00531871	18-Annual fire extinguisher inspection for Olcott Park	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	49.30
392 - Koorsen Fire & Security, INC	IN00531727	18-Annual fire extinguisher inspection for Bryan Park	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	193.70
392 - Koorsen Fire & Security, INC	IN00531870	18-Annual fire extinguisher inspection for SYP Maintenance Shed	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	131.80
392 - Koorsen Fire & Security, INC	IN00533542	18-Annual fire extinguisher inspection for Winslow Goat Farm	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	372.50
392 - Koorsen Fire & Security, INC	IN00534668	18-Annual fire extinguisher inspection for OPS Center	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	244.90
392 - Koorsen Fire & Security, INC	IN00534667	18-Annual fire extngsherp insp for Rec Storage Bldng @ OPS Center	Paid by EFT # 56165		11/28/2023	11/28/2023	12/08/2023		12/08/2023	15.80
Account 53990 - Other Services and Charges Totals									Invoice Transactions 8	\$2,131.70
Account 54310 - Improvements Other Than Building										
4063 - Recreation inSites, LLC	1029	18-37'x42' Low Pitch Bean shelter for RCA Park	Paid by EFT # 56224		11/28/2023	11/28/2023	12/08/2023		12/08/2023	62,540.00
Account 54310 - Improvements Other Than Building Totals									Invoice Transactions 1	\$62,540.00
Program 189000 - Operations Totals									Invoice Transactions 57	\$71,837.99
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I349557	18- SYP Institutional Supplies - soap, toilet tissue, trash bag	Paid by Check # 77727		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,061.31
51857 - Flex-Pac, INC	I346285-03	18- SYP Disinfecting Wipes (back order)	Paid by Check # 77727		11/28/2023	11/28/2023	12/08/2023		12/08/2023	61.71
Account 52210 - Institutional Supplies Totals									Invoice Transactions 2	\$1,123.02
Account 52310 - Building Materials and Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	24283	18- SYP Plunger	Paid by Check # 77733		11/28/2023	11/28/2023	12/08/2023		12/08/2023	6.99
8658 - Kleindorfer's Hardware LLC	774815	18- SYP 7w Bulbs	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	16.39



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	768080	18- SYP Command Strips for Cork Board	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	16.76
Account 52310 - Building Materials and Supplies Totals							Invoice Transactions 3			<u>\$40.14</u>
Program 189006 - Switchyard Property Totals							Invoice Transactions 5			<u>\$1,163.16</u>
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
137 - Good Earth, LLC	21236	18 - UGS hardwood mulch (4)-11-14-2023	Paid by EFT # 56115		11/28/2023	11/28/2023	12/08/2023		12/08/2023	64.00
137 - Good Earth, LLC	21235	18 - UGS hardwood bark mulch (4) - 11/14/2023	Paid by EFT # 56115		11/28/2023	11/28/2023	12/08/2023		12/08/2023	64.00
137 - Good Earth, LLC	21239	18 - UGS hardwood mulch (4) 11-15-2023	Paid by EFT # 56115		11/28/2023	11/28/2023	12/08/2023		12/08/2023	64.00
52948 - Mays Greenhouse, LLC	33577	18 - UGS 96 bags potting soil & 16# bonemeal for B-Line planter	Paid by EFT # 56175		11/28/2023	11/28/2023	12/08/2023		12/08/2023	2,249.00
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 4			<u>\$2,441.00</u>
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	774627	18-linesman pliers - 3 pairs	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	46.47
8658 - Kleindorfer's Hardware LLC	775427	18-bolt cutters	Paid by EFT # 56162		11/28/2023	11/28/2023	12/08/2023		12/08/2023	27.98
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	INV-58189	18 - UGS (50) 24" 9 gauge steel sign posts for 6" x 8" signs	Paid by EFT # 56227		11/28/2023	11/28/2023	12/08/2023		12/08/2023	126.52
Account 52420 - Other Supplies Totals							Invoice Transactions 3			<u>\$200.97</u>
Account 53130 - Medical										
231 - IU Health OCC Health Services	00151454-00	18-Hearing test - J. Sparks-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151453-00	18-Hearing test - Smitheram-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151438-00	18-Hearing test - Luallen-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151434-00	18-Hearing test - Hunt-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151429-00	18-Hearing test - Hagen-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00



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Fund 200 - Parks and Recreation Gen (\$1301)										
Department 18 - Parks & Recreation										
Program 189500 - Landscaping										
Account 53130 - Medical										
231 - IU Health OCC Health Services	00151427-00	18-Hearing test - Grossman-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151421-00	18-Hearing test - Edwards-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151417-00	18-Hearing test - Bradley-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151455-00	18-Hearing test - Sturrock-10/5/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
Account 53130 - Medical Totals							Invoice Transactions 9			<u>\$333.00</u>
Program 189500 - Landscaping Totals							Invoice Transactions 16			<u>\$2,974.97</u>
Program 189501 - Cemeteries										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	137266	18 - CEM tree caging 500' 6' 2" x4" fence & 100 t-posts)	Paid by Check # 77733		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,308.95
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$1,308.95</u>
Account 53130 - Medical										
231 - IU Health OCC Health Services	00151425-00	18-Hearing test - Gilstrap-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
Account 53130 - Medical Totals							Invoice Transactions 1			<u>\$37.00</u>
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	155999ES	06-City Fac.-Natural Gas Commodity-October 2023 management fee	Paid by EFT # 56041		11/29/2023	11/29/2023	11/29/2023		11/29/2023	1.03
Account 53540 - Natural Gas Totals							Invoice Transactions 1			<u>\$1.03</u>
Program 189501 - Cemeteries Totals							Invoice Transactions 3			<u>\$1,346.98</u>
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
52948 - Mays Greenhouse, LLC	33565	18-UF Bagged Mulch For Volunteer Tree Planting	Paid by EFT # 56175		11/28/2023	11/28/2023	12/08/2023		12/08/2023	125.82
Account 52220 - Agricultural Supplies Totals							Invoice Transactions 1			<u>\$125.82</u>
Account 52420 - Other Supplies										
409 - Black Lumber Co. INC	558475	18-gallon of interior paint/fast dry white caulk	Paid by EFT # 56060		11/28/2023	11/28/2023	12/08/2023		12/08/2023	33.96
Account 52420 - Other Supplies Totals							Invoice Transactions 1			<u>\$33.96</u>
Account 53130 - Medical										
231 - IU Health OCC Health Services	00151444-00	18-UF hearing test - Mysliwiec-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53130 - Medical										
231 - IU Health OCC Health Services	00151431-00	18-UF hearing test - Hill-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151428-00	18-Hearing test - R. Grubb-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151452-00	18-Hearing test - H Smith-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
231 - IU Health OCC Health Services	00151420-00	18-Hearing test - Doering-10/3/23	Paid by EFT # 56150		11/28/2023	11/28/2023	12/08/2023		12/08/2023	37.00
Account 53130 - Medical Totals								Invoice Transactions	5	\$185.00
Account 53210 - Telephone										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1LFW-HRTD-9MP3	18-UF New chargers for IPADS	Paid by EFT # 56051		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.78
Account 53210 - Telephone Totals								Invoice Transactions	1	\$20.78
Account 53990 - Other Services and Charges										
6614 - J.R. Ellington Tree Experts	8TH&IN-10.2023	18-removal of 2 maple trees - 8th and Indiana	Paid by EFT # 56152		11/28/2023	11/28/2023	12/08/2023		12/08/2023	2,800.00
6614 - J.R. Ellington Tree Experts	515WYLIE-11.2023	18-removal of Hackberry & clean up - 515 W. Wylie St	Paid by EFT # 56152		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,500.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions	2	\$4,300.00
Program 189503 - Urban Forestry Totals								Invoice Transactions	10	\$4,665.56
Department 18 - Parks & Recreation Totals								Invoice Transactions	150	\$175,082.82
Fund 200 - Parks and Recreation Gen (S1301) Totals								Invoice Transactions	150	\$175,082.82
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181000 - Administration										
Account 53830 - Bank Charges										
7255 - BOKF, NA	BTONGENREV21AF24	06-Admin Fee-BTONGENREV21 (Solar Panel)-City-2024	Paid by EFT # 56067		11/28/2023	11/28/2023	12/08/2023		12/08/2023	111.93
Account 53830 - Bank Charges Totals								Invoice Transactions	1	\$111.93
Program 181000 - Administration Totals								Invoice Transactions	1	\$111.93
Program 181001 - Health & Wellness										
Account 43270 - Registration Fees										
Becky Higgins	2023-00001967	18-Refunds	Paid by Check # 77749		11/28/2023	11/28/2023	12/08/2023		12/08/2023	40.00
Account 43270 - Registration Fees Totals								Invoice Transactions	1	\$40.00
Account 52420 - Other Supplies										
6720 - IU EMS, INC (IC-EMS)	FA23-4	18 - Veterans 5k	Paid by EFT # 56149		11/28/2023	11/28/2023	12/08/2023		12/08/2023	228.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
4549 - Kroger Limited Partnership I	015963	18 - The Cooking Classroom Supplies	Paid by Check # 77734		11/28/2023	11/28/2023	12/08/2023		12/08/2023	32.92
5819 - Synchrony Bank	3314	18 - Veterans 5k supplies-11/9/23	Paid by Check # 77743		11/28/2023	11/28/2023	12/08/2023		12/08/2023	104.56
Account 52420 - Other Supplies Totals							Invoice Transactions	3		\$365.48
Program 181001 - Health & Wellness Totals							Invoice Transactions	4		\$405.48
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
5819 - Synchrony Bank	6854 111723	18-FSC Concessions Items Sold-11/17/23	Paid by Check # 77743		11/28/2023	11/28/2023	12/08/2023		12/08/2023	122.86
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	1		\$122.86
Program 182501 - Frank Southern Center Concession Totals							Invoice Transactions	1		\$122.86
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	87084908	18 - Cascades Bottled Drinks, BIBs-11/13/23	Paid by EFT # 56214		11/28/2023	11/28/2023	12/08/2023		12/08/2023	544.59
5819 - Synchrony Bank	6909	18-Snack bar items - Cascades Golf Course 11-15-23	Paid by Check # 77743		11/28/2023	11/28/2023	12/08/2023		12/08/2023	125.58
5819 - Synchrony Bank	7244	18 -Serta Office Chair 11-21-23	Paid by Check # 77743		11/28/2023	11/28/2023	12/08/2023		12/08/2023	99.99
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	3		\$770.16
Program 183500 - Golf Services Totals							Invoice Transactions	3		\$770.16
Program 183501 - Golf Course - Pro Shop										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	916830430	18-Pro Shop Supplies - Cascades Golf Course	Paid by Check # 77724		11/28/2023	11/28/2023	12/08/2023		12/08/2023	167.61
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions	1		\$167.61
Program 183501 - Golf Course - Pro Shop Totals							Invoice Transactions	1		\$167.61
Program 184500 - Youth Services -Juke Box										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YJF-VQX4-L9QN	18- Christmas Tree/Beads/Christmas Decorations	Paid by EFT # 56051		11/28/2023	11/28/2023	12/08/2023		12/08/2023	204.92
Account 52420 - Other Supplies Totals							Invoice Transactions	1		\$204.92



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	155999ES	06-City Fac.-Natural Gas Commodity-October 2023 management fee	Paid by EFT # 56041		11/29/2023	11/29/2023	11/29/2023		11/29/2023	6.56
									Account 53540 - Natural Gas Totals	Invoice Transactions 1
									Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 2
										\$6.56
										\$211.48
Program 185000 - Twin Lakes Recreation Center										
Account 43240 - Season Passes/Memberships										
Rodney Rymer	2023-00001974	18-Refunds	Paid by Check # 77751		11/28/2023	11/28/2023	12/08/2023		12/08/2023	16.00
									Account 43240 - Season Passes/Memberships Totals	Invoice Transactions 1
										\$16.00
Account 53540 - Natural Gas										
6769 - EDF, INC (EDF Energy Services)	155999ES	06-City Fac.-Natural Gas Commodity-October 2023 management fee	Paid by EFT # 56041		11/29/2023	11/29/2023	11/29/2023		11/29/2023	79.72
									Account 53540 - Natural Gas Totals	Invoice Transactions 1
										\$79.72
Account 53610 - Building Repairs										
5605 - Photizo, LLC (Fish Window Cleaning)	3120-16748	18 - TLRC Facility Services - window cleaning	Paid by EFT # 56216		11/28/2023	11/28/2023	12/08/2023		12/08/2023	300.00
53657 - Plymate, INC	3220703	18 - TLRC Entry Mats 11-22-2023	Paid by EFT # 56217		11/28/2023	11/28/2023	12/08/2023		12/08/2023	82.38
									Account 53610 - Building Repairs Totals	Invoice Transactions 2
										\$382.38
Account 53630 - Machinery and Equipment Repairs										
539 - Price Electric, INC	37950	18 - TLRC Scoreboard Repair (Turf)	Paid by EFT # 56221		11/28/2023	11/28/2023	12/08/2023		12/08/2023	698.20
									Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 1
										\$698.20
Account 53840 - Lease Payments										
7255 - BOKF, NA	BTONGENREV2 11223	06-BTONGENREV21 (Solar Panels)-12/2023	Paid by EFT # 56067		11/28/2023	11/28/2023	12/08/2023		12/08/2023	63,405.10
									Account 53840 - Lease Payments Totals	Invoice Transactions 1
										\$63,405.10
Account 53910 - Dues and Subscriptions										
454 - DirecTV, LLC	075619410X23 1122	18-satellite service for TLRC-11/21-12/20/23	Paid by Check # 77720		11/29/2023	11/29/2023	11/29/2023		11/29/2023	245.98
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1
										\$245.98



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003235391	18-Landfill December 2023 TLRC	Paid by EFT # 56042		11/29/2023	11/29/2023	11/29/2023		11/29/2023	347.75
Account 53950 - Landfill Totals							Invoice Transactions 1		<u>\$347.75</u>	
Program 185000 - Twin Lakes Recreation Center Totals							Invoice Transactions 8		<u>\$65,175.13</u>	
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8271 - Morgan Brummett	111523	18-TLRC Fitness Specialist	Paid by EFT # 56072		11/28/2023	11/28/2023	12/08/2023		12/08/2023	60.00
8271 - Morgan Brummett	111623	18-TLRC Fitness Specialist	Paid by EFT # 56072		11/28/2023	11/28/2023	12/08/2023		12/08/2023	125.00
7276 - Kaitlyn Clementi	111523	18-TLRC Fitness Specialist	Paid by EFT # 56085		11/28/2023	11/28/2023	12/08/2023		12/08/2023	105.00
8370 - Alice M Day	111423	18-TLRC Fitness Specialist	Paid by EFT # 56090		11/28/2023	11/28/2023	12/08/2023		12/08/2023	31.25
13007 - Valeria A Decastro	111523	18-TLRC Fitness Specialist	Paid by EFT # 56091		11/28/2023	11/28/2023	12/08/2023		12/08/2023	62.50
5274 - Catherine T Gossett	111723	18-TLRC Fitness Specialist	Paid by EFT # 56119		11/28/2023	11/28/2023	12/08/2023		12/08/2023	187.50
5274 - Catherine T Gossett	111823	18-TLRC Fitness Specialist	Paid by EFT # 56119		11/28/2023	11/28/2023	12/08/2023		12/08/2023	60.00
8399 - Gustavus Alexis McLeod	111623	18-TLRC Fitness Specialist	Paid by EFT # 56181		11/28/2023	11/28/2023	12/08/2023		12/08/2023	93.75
8894 - Matthew Thomas Moon	112123	18-TLRC Fitness Specialist	Paid by EFT # 56191		11/28/2023	11/28/2023	12/08/2023		12/08/2023	180.00
1973 - Megan M Stark	112223	18-TLRC Fitness Specialist	Paid by EFT # 56249		11/28/2023	11/28/2023	12/08/2023		12/08/2023	435.00
8581 - Catherine M Storm	111623	18-TLRC Fitness Specialist	Paid by EFT # 56251		11/28/2023	11/28/2023	12/08/2023		12/08/2023	62.50
8184 - Emily E Tally	112123	18-TLRC Fitness Specialist	Paid by EFT # 56257		11/28/2023	11/28/2023	12/08/2023		12/08/2023	93.75
7960 - Lauren Wilson (Elae Entertainment Group LLC)	111623	18-TLRC Fitness Specialist	Paid by EFT # 56284		11/28/2023	11/28/2023	12/08/2023		12/08/2023	62.50
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 13		<u>\$1,558.75</u>	
Program 185002 - TLRC-Health & Wellness Totals							Invoice Transactions 13		<u>\$1,558.75</u>	
Program 185003 - TLRC-Basketball										
Account 52420 - Other Supplies										
4274 - Charles B Hensley (Midwest Youth Tournaments)	245	18- 2023 TLRC BYB Season II Awards	Paid by EFT # 56128		11/28/2023	11/28/2023	12/08/2023		12/08/2023	727.25
Account 52420 - Other Supplies Totals							Invoice Transactions 1		<u>\$727.25</u>	



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185003 - TLRC-Basketball										
Account 53940 - Temporary Contractual Employee										
8862 - Gavin Muhlenkamp	111423	18-TLRC Basketball	Paid by EFT #		11/28/2023	11/28/2023	12/08/2023		12/08/2023	150.00
		Official	56196							
8566 - Jarrett Phillips	111523	18-TLRC Basketball	Paid by EFT #		11/28/2023	11/28/2023	12/08/2023		12/08/2023	100.00
		Official	56215							
8999 - Mia Colleen Robbenolt	111623	18-TLRC Basketball	Paid by EFT #		11/28/2023	11/28/2023	12/08/2023		12/08/2023	100.00
		Official	56229							
8913 - Patrick Blaze Sturm	111623	18-TLRC Basketball	Paid by EFT #		11/28/2023	11/28/2023	12/08/2023		12/08/2023	175.00
		Official	56254							
8496 - Eliot Vartian-Foss	110723	18-TLRC Basketball	Paid by EFT #		11/28/2023	11/28/2023	12/08/2023		12/08/2023	50.00
		Official	56271							
Account 53940 - Temporary Contractual Employee Totals							Invoice Transactions 5			\$575.00
Program 185003 - TLRC-Basketball Totals							Invoice Transactions 6			\$1,302.25
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	180719	18-TLRC Concession	Paid by EFT #		11/28/2023	11/28/2023	12/08/2023		12/08/2023	723.30
		Items - 11-27-23	56114							
8155 - PepsiCo Beverage Sales, LLC	99700109	18 - TLRC Concessions	Paid by EFT #		11/28/2023	11/28/2023	12/08/2023		12/08/2023	770.04
		Items for Sale11-22-23	56214							
Account 52330 - Street , Alley, and Sewer Material Totals							Invoice Transactions 2			\$1,493.34
Account 52420 - Other Supplies										
5819 - Synchrony Bank	3699 112723	18 - TLRC Concessions	Paid by Check		11/28/2023	11/28/2023	12/08/2023		12/08/2023	177.48
		Items for Sale 11-27-23	# 77743							
Account 52420 - Other Supplies Totals							Invoice Transactions 1			\$177.48
Program 185006 - TLRC-Concessions Totals							Invoice Transactions 3			\$1,670.82
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FNQ-GC3C-CQ9Q	18-Chestnut	Paid by EFT #		11/28/2023	11/28/2023	12/08/2023		12/08/2023	13.99
		Sheller/Sandbags	56051							
8874 - Creative Displays, INC	57192	18- SYP WLDN Light	Paid by EFT #		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,334.66
		Structure Purchases	56087							
8874 - Creative Displays, INC	57941	18- Winter Lights Event	Paid by EFT #		11/28/2023	11/28/2023	12/08/2023		12/08/2023	3,618.93
		Purchases	56087							
4549 - Kroger Limited Partnership I	169447	18- Hot Chocolate	Paid by Check		11/28/2023	11/28/2023	12/08/2023		12/08/2023	25.09
		Station Items Holiday Market	# 77734							
Account 52420 - Other Supplies Totals							Invoice Transactions 4			\$4,992.67



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Invoice Date Range 11/23/23 - 12/08/23

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186500 - Community Events										
Account 53160 - Instruction										
9031 - Indiana Park And Recreation Association	36140	18- Mayor Hamilton attendance at Awards Banquet	Paid by Check # 77731		11/28/2023	11/28/2023	12/08/2023		12/08/2023	65.00
Account 53160 - Instruction Totals										Invoice Transactions 1
										\$65.00
Account 53230 - Travel										
2019 - Leslie Brinson	IPRA-11/2023	18-per diem/pkg-IPRA Conf-Ft Wayne-11/13-11/16/23	Paid by EFT # 56070		11/28/2023	11/28/2023	12/08/2023		12/08/2023	131.00
720 - Rebecca R Higgins	IPRA-11/2023	18-per diem-IPRA Conf-Ft. Wayne-11/13-11/16/23	Paid by Check # 77729		11/28/2023	11/28/2023	12/08/2023		12/08/2023	144.00
Account 53230 - Travel Totals										Invoice Transactions 2
										\$275.00
Account 53990 - Other Services and Charges										
2538 - Bloomington Chamber Singers, INC	2303	18- Entertainment at Winter Lights December Nights	Paid by EFT # 56064		11/28/2023	11/28/2023	12/08/2023		12/08/2023	300.00
6964 - James S Daley	2023011	18 - Trivia host - 9/22/23, 11/03/23, 12/07/23	Paid by EFT # 56088		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,050.00
9031 - Indiana Park And Recreation Association	36097	18- IPRA Conference Awards Luncheon- Paula McDevitt	Paid by Check # 77731		11/28/2023	11/28/2023	12/08/2023		12/08/2023	65.00
6686 - Sarah L Owen	11/25/23	18-contractual timesheet for Sarah Owen for Holiday Market	Paid by EFT # 56208		11/28/2023	11/28/2023	12/08/2023		12/08/2023	200.00
Account 53990 - Other Services and Charges Totals										Invoice Transactions 4
										\$1,615.00
Program 186500 - Community Events Totals										Invoice Transactions 11
										\$6,947.67
Program 186502 - Community Events-Gardens										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FNQ-GC3C-CQ9Q	18-Chestnut Sheller/Sandbags	Paid by EFT # 56051		11/28/2023	11/28/2023	12/08/2023		12/08/2023	73.99
409 - Black Lumber Co. INC	558444	18-Wheelbarrows for community gardens	Paid by EFT # 56060		11/28/2023	11/28/2023	12/08/2023		12/08/2023	179.94
Account 52420 - Other Supplies Totals										Invoice Transactions 2
										\$253.93
Program 186502 - Community Events-Gardens Totals										Invoice Transactions 2
										\$253.93
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
6186 - Rachel Beyer (Mavourneen Farm)	3514	18-Market Bucks and Gift Certificates	Paid by EFT # 56059		11/28/2023	11/28/2023	12/08/2023		12/08/2023	180.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
8361 - Blooming Shrooms, LLC	3510	18-Gift Certificates	Paid by EFT # 56061		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
8361 - Blooming Shrooms, LLC	3496	18-Market Bucks and Gift Certificates	Paid by EFT # 56061		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
4360 - Earth Song Farm, LLC	3515	18-Market Bucks and Gift Certificates	Paid by EFT # 56093		11/28/2023	11/28/2023	12/08/2023		12/08/2023	140.00
8922 - Carolyn M Estell (Stobo Farm LLC)	3511	18-Market Bucks and Gift Certificates	Paid by EFT # 56101		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
12416 - Daniel J Graber	3501	18-Market Bucks and Gift Certificates	Paid by EFT # 56120		11/28/2023	11/28/2023	12/08/2023		12/08/2023	65.00
8136 - Amanda Hand (MKONO Farm)	3489	18-Gift Certificates	Paid by EFT # 56125		11/28/2023	11/28/2023	12/08/2023		12/08/2023	60.00
8978 - Joel Jacobson (Simple Raw Eats)	3482	18-Market Bucks and Gift Certificates	Paid by EFT # 56154		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
5200 - Chester L Lehman (Olde Lane Orchard)	3507	18-Market Bucks and Gift Certificates	Paid by EFT # 56168		11/28/2023	11/28/2023	12/08/2023		12/08/2023	30.00
8923 - Sara McGaha	3487	18-Market Bucks and Gift Certificates	Paid by EFT # 56178		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
8952 - Sarah McGee (Heartland Family Farm)	3503	18-Market Bucks and Gift Certificates	Paid by EFT # 56179		11/28/2023	11/28/2023	12/08/2023		12/08/2023	350.00
5691 - Sean J McKinney	3483	18-Market Bucks and Gift Certificates	Paid by EFT # 56180		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
5691 - Sean J McKinney	3506	18-Gift Certificates	Paid by EFT # 56180		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
7356 - John A McMahan	3513	18-Market Bucks and Gift Certificates	Paid by EFT # 56182		11/28/2023	11/28/2023	12/08/2023		12/08/2023	30.00
8640 - Moon Valley Farm LLC	3495	18-Market Bucks and Gift Certificates	Paid by EFT # 56192		11/28/2023	11/28/2023	12/08/2023		12/08/2023	40.00
8640 - Moon Valley Farm LLC	3497	18-Gift Certificates	Paid by EFT # 56192		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
3981 - Muddy Fork Farm & Bakery, LLC	3505	18-Market Bucks and Gift Certificates	Paid by EFT # 56195		11/28/2023	11/28/2023	12/08/2023		12/08/2023	140.00
5550 - Rajarajeswari Muthukrishnan	3480	18-Gift Certificates	Paid by EFT # 56198		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
14571 - Melvin E Reeves	3491	18-Market Bucks and Gift Certificates	Paid by EFT # 56225		11/28/2023	11/28/2023	12/08/2023		12/08/2023	5.00
12422 - Kip Schlegel	3484	18-Market Bucks and Gift Certificates	Paid by EFT # 56236		11/28/2023	11/28/2023	12/08/2023		12/08/2023	40.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3493	18-Market Bucks and Gift Certificates	Paid by EFT # 56238		11/28/2023	11/28/2023	12/08/2023		12/08/2023	80.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3502	18-Market Bucks and Gift Certificates	Paid by EFT # 56238		11/28/2023	11/28/2023	12/08/2023		12/08/2023	60.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
54040 - SIB, INC (Scholars Inn Bakehouse)	3494	18-Market Bucks and Gift Certificates	Paid by EFT # 56239		11/28/2023	11/28/2023	12/08/2023		12/08/2023	25.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3479	18-Market Bucks and Gift Certificates	Paid by EFT # 56240		11/28/2023	11/28/2023	12/08/2023		12/08/2023	100.00
7197 - The Goat Conspiracy	3475	18-Market Bucks and Gift Certificates	Paid by EFT # 56259		11/28/2023	11/28/2023	12/08/2023		12/08/2023	30.00
8641 - Mark A Tirey (T7 Ranch, LLC)	3485	18-Market Bucks and Gift Certificates	Paid by EFT # 56265		11/28/2023	11/28/2023	12/08/2023		12/08/2023	25.00
1062 - Marcia Veldman	3490	18-Market Bucks and Gift Certificates	Paid by EFT # 56272		11/28/2023	11/28/2023	12/08/2023		12/08/2023	45.00
4371 - John W Voelker	3508	18-Market Bucks and Gift Certificates	Paid by EFT # 56273		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
12425 - David W Widner	3498	18-Market Bucks and Gift Certificates	Paid by Check # 77745		11/28/2023	11/28/2023	12/08/2023		12/08/2023	10.00
12425 - David W Widner	3492	18-Market Bucks and Gift Certificates	Paid by Check # 77745		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20.00
Account 47230 - Gift Certificate Totals									Invoice Transactions 30	\$1,675.00
Account 47240 - EBT Market Bucks										
6186 - Rachel Beyer (Mavourneen Farm)	3514	18-Market Bucks and Gift Certificates	Paid by EFT # 56059		11/28/2023	11/28/2023	12/08/2023		12/08/2023	204.00
8361 - Blooming Shrooms, LLC	3486	18-Market Bucks	Paid by EFT # 56061		11/28/2023	11/28/2023	12/08/2023		12/08/2023	123.00
8361 - Blooming Shrooms, LLC	3496	18-Market Bucks and Gift Certificates	Paid by EFT # 56061		11/28/2023	11/28/2023	12/08/2023		12/08/2023	54.00
4417 - Maria Carlassare (Piccoli Dolci, INC)	3512	18-Market Bucks	Paid by EFT # 56078		11/28/2023	11/28/2023	12/08/2023		12/08/2023	48.00
4360 - Earth Song Farm, LLC	3515	18-Market Bucks and Gift Certificates	Paid by EFT # 56093		11/28/2023	11/28/2023	12/08/2023		12/08/2023	63.00
8922 - Carolyn M Estell (Stobo Farm LLC)	3511	18-Market Bucks and Gift Certificates	Paid by EFT # 56101		11/28/2023	11/28/2023	12/08/2023		12/08/2023	87.00
12416 - Daniel J Graber	3501	18-Market Bucks and Gift Certificates	Paid by EFT # 56120		11/28/2023	11/28/2023	12/08/2023		12/08/2023	63.00
52276 - Hunter's Honey Farm	3488	18-Market Bucks	Paid by EFT # 56137		11/28/2023	11/28/2023	12/08/2023		12/08/2023	60.00
8986 - Levi Jackson	3516	18-Market Bucks	Paid by EFT # 56153		11/28/2023	11/28/2023	12/08/2023		12/08/2023	9.00
8978 - Joel Jacobson (Simple Raw Eats)	3482	18-Market Bucks and Gift Certificates	Paid by EFT # 56154		11/28/2023	11/28/2023	12/08/2023		12/08/2023	15.00
5200 - Chester L Lehman (Olde Lane Orchard)	3507	18-Market Bucks and Gift Certificates	Paid by EFT # 56168		11/28/2023	11/28/2023	12/08/2023		12/08/2023	144.00
8923 - Sara McGaha	3487	18-Market Bucks and Gift Certificates	Paid by EFT # 56178		11/28/2023	11/28/2023	12/08/2023		12/08/2023	18.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
8952 - Sarah McGee (Heartland Family Farm)	3504	18-Market Bucks	Paid by EFT # 56179		11/28/2023	11/28/2023	12/08/2023		12/08/2023	15.00
8952 - Sarah McGee (Heartland Family Farm)	3503	18-Market Bucks and Gift Certificates	Paid by EFT # 56179		11/28/2023	11/28/2023	12/08/2023		12/08/2023	174.00
5691 - Sean J McKinney	3483	18-Market Bucks and Gift Certificates	Paid by EFT # 56180		11/28/2023	11/28/2023	12/08/2023		12/08/2023	12.00
7356 - John A McMahan	3513	18-Market Bucks and Gift Certificates	Paid by EFT # 56182		11/28/2023	11/28/2023	12/08/2023		12/08/2023	45.00
8640 - Moon Valley Farm LLC	3495	18-Market Bucks and Gift Certificates	Paid by EFT # 56192		11/28/2023	11/28/2023	12/08/2023		12/08/2023	54.00
3981 - Muddy Fork Farm & Bakery, LLC	3505	18-Market Bucks and Gift Certificates	Paid by EFT # 56195		11/28/2023	11/28/2023	12/08/2023		12/08/2023	90.00
14571 - Melvin E Reeves	3491	18-Market Bucks and Gift Certificates	Paid by EFT # 56225		11/28/2023	11/28/2023	12/08/2023		12/08/2023	18.00
12422 - Kip Schlegel	3484	18-Market Bucks and Gift Certificates	Paid by EFT # 56236		11/28/2023	11/28/2023	12/08/2023		12/08/2023	99.00
12422 - Kip Schlegel	3500	18-Market Bucks	Paid by EFT # 56236		11/28/2023	11/28/2023	12/08/2023		12/08/2023	60.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3493	18-Market Bucks and Gift Certificates	Paid by EFT # 56238		11/28/2023	11/28/2023	12/08/2023		12/08/2023	51.00
17532 - Ralph Shatto (Poseys & Pumpkins)	3502	18-Market Bucks and Gift Certificates	Paid by EFT # 56238		11/28/2023	11/28/2023	12/08/2023		12/08/2023	36.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3481	18-Market Bucks	Paid by EFT # 56239		11/28/2023	11/28/2023	12/08/2023		12/08/2023	51.00
54040 - SIB, INC (Scholars Inn Bakehouse)	3494	18-Market Bucks and Gift Certificates	Paid by EFT # 56239		11/28/2023	11/28/2023	12/08/2023		12/08/2023	54.00
6495 - Kyle S Smith (Wilderlove Farm, LLC)	3479	18-Market Bucks and Gift Certificates	Paid by EFT # 56240		11/28/2023	11/28/2023	12/08/2023		12/08/2023	156.00
7197 - The Goat Conspiracy	3475	18-Market Bucks and Gift Certificates	Paid by EFT # 56259		11/28/2023	11/28/2023	12/08/2023		12/08/2023	45.00
8641 - Mark A Tirey (T7 Ranch, LLC)	3485	18-Market Bucks and Gift Certificates	Paid by EFT # 56265		11/28/2023	11/28/2023	12/08/2023		12/08/2023	27.00
8641 - Mark A Tirey (T7 Ranch, LLC)	3499	18-Market Bucks	Paid by EFT # 56265		11/28/2023	11/28/2023	12/08/2023		12/08/2023	24.00
1062 - Marcia Veldman	3490	18-Market Bucks and Gift Certificates	Paid by EFT # 56272		11/28/2023	11/28/2023	12/08/2023		12/08/2023	72.00
4371 - John W Voelker	3508	18-Market Bucks and Gift Certificates	Paid by EFT # 56273		11/28/2023	11/28/2023	12/08/2023		12/08/2023	63.00
4426 - Christa L Vosters (Kettle Of Corn, LLC)	3509	18-Market Bucks	Paid by EFT # 56274		11/28/2023	11/28/2023	12/08/2023		12/08/2023	12.00
12425 - David W Widner	3498	18-Market Bucks and Gift Certificates	Paid by Check # 77745		11/28/2023	11/28/2023	12/08/2023		12/08/2023	9.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 186503 - Community Events-Farmers' Market										
Account 47240 - EBT Market Bucks										
12425 - David W Widner	3492	18-Market Bucks and Gift Certificates	Paid by Check # 77745		11/28/2023	11/28/2023	12/08/2023		12/08/2023	27.00
Account 47240 - EBT Market Bucks Totals										Invoice Transactions 34
										<u>\$2,082.00</u>
Account 52420 - Other Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0620709	18- FM Restroom Supplies; toilet tissue, paper towels	Paid by EFT # 56105		11/28/2023	11/28/2023	12/08/2023		12/08/2023	241.96
Account 52420 - Other Supplies Totals										Invoice Transactions 1
Program 186503 - Community Events-Farmers' Market Totals										Invoice Transactions 65
										<u>\$241.96</u>
										<u>\$3,998.96</u>
Program 189006 - Switchyard Property										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1FP6-L7F6-MCT1	18- Outdoor Rope Lights/Penguin Balloons/magnetic hooks	Paid by EFT # 56051		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,222.73
8874 - Creative Displays, INC	57192	18- SYP WLDN Light Structure Purchases	Paid by EFT # 56087		11/28/2023	11/28/2023	12/08/2023		12/08/2023	1,334.66
4574 - John Deere Financial f.s.b. (Rural King)	202454	18- SYP storage totes and extension cords for WLDN	Paid by Check # 77733		11/28/2023	11/28/2023	12/08/2023		12/08/2023	475.81
4574 - John Deere Financial f.s.b. (Rural King)	202455	18-SYP LED Light strings for WLDN	Paid by Check # 77733		11/28/2023	11/28/2023	12/08/2023		12/08/2023	19.99
53442 - Paragon Micro, INC	S5136607	18- SYP Mouse for Josh (from IT)	Paid by EFT # 56211		11/28/2023	11/28/2023	12/08/2023		12/08/2023	34.99
Account 52420 - Other Supplies Totals										Invoice Transactions 5
Program 189006 - Switchyard Property Totals										Invoice Transactions 5
										<u>\$3,088.18</u>
										<u>\$3,088.18</u>
Program 189503 - Urban Forestry										
Account 52420 - Other Supplies										
798 - Winters Associates Promotional Products, INC	115127	18-embroidery for 10 Hats with city logo	Paid by EFT # 56286		11/28/2023	11/28/2023	12/08/2023		12/08/2023	91.00
798 - Winters Associates Promotional Products, INC	115072	18-Hats with city logo (10)	Paid by EFT # 56286		11/28/2023	11/28/2023	12/08/2023		12/08/2023	154.05
Account 52420 - Other Supplies Totals										Invoice Transactions 2
Program 189503 - Urban Forestry Totals										Invoice Transactions 2
Department 18 - Parks & Recreation Totals										Invoice Transactions 127
Fund 201 - Parks and Rec Non Reverting Totals										Invoice Transactions 127
										<u>\$86,030.26</u>



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 980 - 2018 BicentennialBnd Prcd900030										
Department 18 - Parks & Recreation										
Program 18018C - Enrty Ways St Trees Alley Enhanc										
Account 54510 - Other Capital Outlays										
6363 - Goodmark Nurseries, LLC	ARINV-005322	18-UF Tree Planting Stock and Gateway Trees	Paid by EFT # 56116		11/28/2023	11/28/2023	12/08/2023		12/08/2023	20,270.00
3444 - Rundell Ernstberger Associates, INC	2022-1663-14	18-Bicentennial Gateway Project - Phase 1-services thru 10/31/23	Paid by EFT # 56232		11/28/2023	11/28/2023	12/08/2023		12/08/2023	807.50
5485 - Woody Warehouse Nursery, INC	198186	18-UF Smaller restoration tree planting stock	Paid by EFT # 56287		11/28/2023	11/28/2023	12/08/2023		12/08/2023	8,732.10
Account 54510 - Other Capital Outlays Totals							Invoice Transactions	3		\$29,809.60
Program 18018C - Enrty Ways St Trees Alley Enhanc Totals							Invoice Transactions	3		\$29,809.60
Department 18 - Parks & Recreation Totals							Invoice Transactions	3		\$29,809.60
Fund 980 - 2018 BicentennialBnd Prcd900030 Totals							Invoice Transactions	3		\$29,809.60
Grand Totals							Invoice Transactions	280		\$290,922.68

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/08/23	Claims				\$290,922.68
					<u>\$290,922.68</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$290,922.68 12/8/2023

Dated this ____ day of _____ year of 20____.

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.6.

Fiscal Office_____





Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00018389	BA	GL	12/04/2023	Budget Amendment				
G/L Date	G/L Account Number	Account Description	Description		Source	Increase Amount	Decrease Amount		
12/04/2023	201-18-181001-53830	Bank Charges	Budget Amendment			10.00	.00		
12/04/2023	201-18-184500-52420	Other Supplies	Budget Amendment			300.00	.00		
12/04/2023	201-18-184500-53830	Bank Charges	Budget Amendment			20.00	.00		
12/04/2023	201-18-184500-53990	Other Services and Charges	Budget Amendment			18,065.00	.00		
12/04/2023	201-18-184501-53230	Travel	Budget Amendment			175.00	.00		
12/04/2023	201-18-184501-53830	Bank Charges	Budget Amendment			65.00	.00		
12/04/2023	201-18-186500-52420	Other Supplies	Budget Amendment			4,200.00	.00		
12/04/2023	201-18-186500-53730	Machinery and Equipment Rental	Budget Amendment			315.00	.00		
12/04/2023	201-18-186500-53990	Other Services and Charges	Budget Amendment			6,000.00	.00		
12/04/2023	201-18-186503-53830	Bank Charges	Budget Amendment			100.00	.00		
12/04/2023	201-18-186503-53990	Other Services and Charges	Budget Amendment			600.00	.00		
12/04/2023	201-18-186507-53830	Bank Charges	Budget Amendment			1.00	.00		
12/04/2023	201-18-189006-53830	Bank Charges	Budget Amendment			300.00	.00		
12/04/2023	201-18-189006-52430	Uniforms and Tools	Budget Amendment			1,500.00	.00		
Number of Entries: 14						\$31,651.00	\$0.00		



Journal Edit Listing

Sort By Entry

Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
Parks - Parks & Recreation	2023-00018451	BA	GL	12/04/2023	Budget Amendments Sports YE				
G/L Date	G/L Account Number	Account Description	Description	Source	Increase Amount	Decrease Amount			
12/04/2023	201-18-182501-53310	Printing	Budget Amendments		48.00	.00			
12/04/2023	201-18-182001-51120	Salaries and Wages - Temporary	Budget Amendments		259.00	.00			
12/04/2023	201-18-182001-51210	FICA	Budget Amendments		20.00	.00			
12/04/2023	201-18-182001-53310	Printing	Budget Amendments		1,419.00	.00			
12/04/2023	201-18-182003-53990	Other Services and Charges	Budget Amendments		35.00	.00			
12/04/2023	200-18-182002-53990	Other Services and Charges	Budget Amendments		67.00	.00			
12/04/2023	201-18-182006-53830	Bank Charges	Budget Amendments		854.00	.00			
Number of Entries: 7					\$2,702.00	\$.00			



REVENUES AND EXPENSES: COMPARISON REPORT								
Expenses	2022	2022	2022	2022	2023	2023	2023	
November	Total	Expenses	Expenses	% of Expense	Total	Expenses	% of Expenses	
2023	<u>Expense</u>	as of	as of	Spent	<u>Expense</u>	as of	Spent	%
	<u>Budget</u>	<u>December</u>	<u>November</u>	<u>to date</u>	<u>Budget</u>	<u>November</u>	<u>to date</u>	<u>change</u>
General Fund								
Administration	813,903	795,767	706,847	88.83%	844,049	784,092	92.90%	10.93%
Health & Wellness	94,977	74,166	61,111	82.40%	93,493	70,107	74.99%	14.72%
Community Relations	510,923	370,480	332,409	89.72%	540,874	397,618	61.46%	19.62%
Aquatics	424,371	362,430	323,034	89.13%	451,892	388,447	85.96%	20.25%
Frank Southern Center	387,393	366,648	281,954	76.90%	425,242	289,977	68.19%	2.85%
Golf Services	833,792	821,950	745,539	90.70%	915,889	821,750	89.72%	10.22%
Natural Resources	420,230	361,353	320,767	88.77%	534,405	391,595	73.28%	22.08%
Youth Programs	77,162	74,369	65,636	88.26%	82,763	68,114	82.30%	3.77%
TLRC	305,962	282,555	242,361	85.77%	315,143	262,850	83.41%	8.45%
Community Events	576,608	508,788	439,322	86.35%	567,876	453,040	79.78%	3.12%
Adult Sports	325,324	298,747	268,823	89.98%	294,196	217,381	73.89%	-19.14%
Youth Sports	310,858	292,128	249,336	85.35%	311,917	284,490	91.21%	14.10%
BBCC	434,110	284,365	258,529	90.91%	453,306	337,332	74.42%	30.48%
Inclusive Recreation	92,832	71,356	63,817	89.43%	137,174	86,146	62.80%	34.99%
Operations	1,757,328	1,645,774	1,478,087	89.81%	2,347,357	1,785,064	76.05%	20.77%
Switchyard Property	676,749	400,552	356,556	89.02%	859,828	585,140	68.05%	64.11%
Landscaping	886,913	670,109	593,809	88.61%	1,061,503	774,997	73.01%	30.51%
Cemeteries	398,487	347,063	320,947	92.47%	256,422	212,146	82.73%	-33.90%
Urban Forestry	530,277	349,617	311,705	89.16%	660,133	402,255	60.94%	29.05%
Recover Forward	0		0	0.00%		0	0.00%	0.00%
General Fund total:	9,858,200	8,378,217	7,420,588	88.57%	11,153,462	8,612,540	77.22%	16.06%
Non-Reverting Fund								
Administration	12,800	2,277	2,058	90.40%	17,168	6,671	38.86%	224.12%
Health & Wellness	4,005	4,264	1,172	27.48%	6,487	25,963	400.23%	2115.87%
Community Relations	5,350	712	712	100.00%	5,350	2,185	40.85%	0.00%
Aquatics	57,518	60,043	60,043	100.00%	76,595	80,942	105.68%	34.81%
Frank Southern Center	88,282	68,157	57,867	84.90%	89,833	64,554	71.86%	11.56%
Golf Services	136,759	148,600	141,606	95.29%	154,313	176,744	114.54%	24.81%
Natural Resources	81,710	53,857	47,383	87.98%	46,850	24,168	51.59%	-48.99%
Youth Programs	69,137	146,654	142,068	96.87%	166,839	166,950	100.07%	17.51%
*TLRC - day to day	555,813	578,342	472,264	81.66%	650,779	480,317	73.81%	1.71%
Community Events	226,836	141,048	121,446	86.10%	144,879	128,686	88.82%	5.96%
Adult Sports	78,515	102,072	97,291	95.32%	110,335	82,187	74.49%	-15.52%
Youth Sports	9,791	9,022	7,593	84.16%	9,752	8,050	82.54%	6.01%
BBCC	2,560	15,705	15,705	100.00%	4,560	685	15.02%	-95.64%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%	0.00%
Operations	141,758	309,918	246,175	79.43%	572,425	816,376	142.62%	231.62%
Dog Park	0	0	0	0.00%	36,635	0	0.00%	0.00%
Switchyard	27,558	23,752	18,318	77.12%	0	35,725	0.00%	95.03%
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	12,650	3,315	3,315	100.00%	12,850	10,720	83.42%	223.41%
N-R Fund subtotal:	1,511,042	1,667,739	1,435,016	86.05%	2,105,650	2,110,922	100.25%	47.10%
TLRC - bond	474,213	474,213	474,213	100.00%	474,012	474,013	100.00%	0.00%
N-R Fund total:	1,985,255	2,141,952	1,909,228	89.13%	2,579,662	2,584,935	100.20%	35.39%

Other Misc Funds								
16-17 MCCA 21st com I								
17-18 MCCSC 21st Com Learn								
18-19 MCCSC 21st Com Learn								
19-20 MCCSC 21st Com Learn								
23-24 MCCSC 21st Com Learn						17,463		
2021 MCCSC 21st Grant			16,370					
2022-2023 MCCSC 21st Century			15,055			20,990		
Community Banneker Bus								
Duke Arbor Day			3,905					
G15008 Summer Food Prg.						8,655		
G15009 Nature Days S/Star								
Griffy Lake Nature Day			4,422			6,671		
Wapehani I-69 Mitigation								
Leonard Springs Nature			4,293			3,823		
Banneker Nature Day			4,293			4,839		
NRPA Nutrition Hub			38,636					
Spec.						4,999		
Youth & Adolescent Phy Act			6,941					
Goat Farm								
Giffy LARE						1,200		
Deer Cull								
Storm Response Plan USDA					473	2,982		
Banneker ROI			8,081					
Other Misc Funds total:	0	0	101,996	0.00%	473	71,622		
TOTAL ALL FUNDS	11,843,455	9,537,723	9,431,812	98.89%	13,733,597	11,269,097	82.05%	19.48%

REVENUES AND EXPENSES: COMPARISON REPORT								
Revenues November 2023								
	2022	2022	2022	2022	2023	2023	2023	
	Projected	Revenue	Revenue	% of Revenue	Projected	Revenue	% of Revenue	
	Revenue	as of	as of	Collected	Revenue	as of	Collected	%
	<u>for year</u>	<u>December</u>	<u>November</u>	<u>to date</u>	<u>for year</u>	<u>November</u>	<u>to date</u>	<u>change</u>
General Fund								
Taxes/Misc Revenue	6,542,219	7,675,587	4,400,949	57.34%	8,138,119	4,465,987	54.88%	1.48%
Administration	500	421	421	100.00%	400	435	108.75%	3.33%
Community Relations	0	0	0	0.00%	0	0	0.00%	0.00%
Aquatics	181,000	188,069	188,069	100.00%	188,000	212,859	113.22%	13.18%
Frank Southern	213,000	185,805	136,211	73.31%	225,000	153,925	68.41%	13.00%
Golf Services	699,000	880,800	890,835	101.14%	701,000	1,040,757	148.47%	16.83%
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	13,500	10,749	10,795	38.46%	14,000	14,485	103.46%	34.18%
Adult Sports	16,000	28,065	28,065	100.00%	32,000	26,650	83.28%	-5.04%
Youth Sports	25,500	30,162	30,411	100.83%	39,000	49,193	126.14%	61.76%
BBCC	15,000	9,929	7,050	71.01%	18,000	16,849	93.60%	138.98%
Operations	0	26	26	100.00%	0	0	0.00%	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%	0.00%
Cemeteries	35,000	37,750	36,375	96.36%	42,000	44,500	105.95%	22.34%
Urban Forestry	0	2,640	2,640	0.00%	0	0	0.00%	0.00%
Recover Forward	0	0		0.00%	0	0	0.00%	0.00%
Subtotal Program Rev	1,198,500	1,374,415	1,330,898	96.83%	1,259,400	1,559,652	123.84%	17.19%
General Fund Total	7,740,719	9,050,003	5,731,847	63.34%	9,397,519	6,025,639	64.12%	5.13%
Non-Reverting Fund								
Administration	35,600	151,029	144,321	95.56%	35,000	36,313	103.75%	-74.84%
Health & Wellness	6,450	5,678	5,558	97.89%	8,150	29,803	365.68%	436.24%
Community Relations	3,000	6,250	5,910	94.56%	3,000	4,005	133.50%	-32.23%
Aquatics	80,000	75,562	75,562	100.00%	82,500	97,094	117.69%	0.00%
Frank Southern	91,300	85,658	59,516	69.48%	55,000	72,861	132.48%	22.42%
Golf Services	163,000	238,405	216,500	90.81%	180,500	252,337	139.80%	16.55%
Natural Resources	71,400	60,530	60,435	99.84%	71,400	77,824	109.00%	28.77%
Youth Programs	163,500	169,252	166,832	98.57%	170,000	175,548	103.26%	5.22%
*TLRC -Operational	599,625	856,191	756,729	88.38%	725,749	834,489	114.98%	10.28%
Community Events	139,740	155,718	159,187	102.23%	144,800	158,414	109.40%	-0.49%
Adult Sports	54,500	103,383	103,417	100.03%	88,500	62,443	70.56%	-39.62%
Youth Sports	8,000	3,302	3,302	100.00%	8,000	3,613	45.17%	9.42%
BBCC	7,600	21,842	21,542	98.63%	4,800	8,507	177.23%	-60.51%
Operations	68,900	350,680	197,072	56.20%	69,940	850,790	1216.46%	331.71%
Dog Park	400	0	0	0.00%	400	0	0.00%	0.00%
Switchyard	41,500	69,760	65,745	94.24%	42,500	80,471	189.34%	22.40%
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	14,600	16,700	16,700	100.00%	14,600	70,390	482.12%	0.00%
N-R Fund subtotal:	1,549,115	2,369,940	2,058,329	86.85%	1,704,839	2,814,903	165.11%	36.76%

Other Misc Funds								
G22-23 MCCSC 21st Com		19,117	12,697			23,190		
G23-24 MCCSC 21st Com						9,545		
G20-21 MCCSC 21st								
G21 MCCSC 21st		17,496	17,496					
G14009 Summer Food Grant		-2,866	-2,866			10,646		
Communit Banneker Bus								
Storm Response Plan						4,400		
NRPA Nutrition Hub		5,000	5,000					
Duke Arbor Day		4,050	4,050					
Grippy LARE Veg. Mgt						1,200		
Nature Preserves Invsive						5,737		
G15009 Grippy Nature Days		4,328	4,328			6,622		
(902) Rose Hill Trust		621	621			2,111		
Banneker ROI		9,036						
Banneker Nature Days		4,293	4,293			4,839		
Yth & Adolescent Phy Act		6,941	6,941					
Nature Days Star								
2019 Deer Cull IN DNR CHAP		23,389	23,389					
Reservoir Fisheries		2,000	2,000			-2,000		
Other Misc Funds total:	0	93,405	77,949		0	66,291		
TOTAL ALL FUNDS	9,289,834	11,513,348	7,868,125	68.34%	11,102,358	8,906,832	80.22%	13.20%

Non-Reverting Cash B	1	2	3	4	5	6	7
	Beginning	Revenue	Other	Expenses	Expenses	Current Year ONLY	Accumulated
	Balance	as of	Misc.	as of	from	Revenue	Balance
	1/1/2023	11/30/2023	revenue	11/30/2023	RESERVE *	Expense	
						Over/Under	
					see explanation below*	(does not include expenses taken from RESERVE)	THIS IS THE TOTAL ACCUMULATED AMOUNT
Administration	427,446.31	36,313.30		6,671.04		29,642.26	457,088.57
Health & Wellness	16,253.08	29,803.00		25,962.93		3,840.07	20,093.15
Community Relations	42,319.83	4,005.08		2,185.24		1,819.84	44,139.67
Aquatics	373,664.34	97,094.45		80,942.15		16,152.30	389,816.64
Frank Southern Center	175,382.59	72,861.48		64,312.11		8,549.37	183,931.96
Golf Course	338,233.73	252,337.01		176,743.51		75,593.50	413,827.23
Natural Resources	361,240.86	77,824.10		24,167.73		53,656.37	414,897.23
Allison Jukebox	331,329.03	175,547.56		166,950.15		8,597.41	339,926.44
TLRC	(2,962,073.01)	747,909.56		954,329.93		(206,420.37)	(3,168,493.38)
TLRC Reserve	816,213.69	86,579.01		0.00		86,579.01	902,792.70
Community Events	525,209.53	158,414.42		128,341.14		30,073.28	555,282.81
Adult Sports	15,493.13	62,443.06		82,152.30		(19,709.24)	(4,216.11)
Youth Sports	(564.07)	3,613.48		7,980.70		(4,367.22)	(4,931.29)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Cor	51,686.09	8,507.12		684.74		7,822.38	59,508.47
Operations	283,227.99	850,790.03		816,375.92		34,414.11	317,642.10
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	296,319.33	80,471.05		35,725.17		44,745.88	341,065.21
Landscaping	13,454.36	0.00		0.00		0.00	13,454.36
Cemeteries	1,497.00	0.00		0.00		0.00	1,497.00
Urban Forestry	49,417.09	70,389.55		10,720.00		59,669.55	109,086.64
Change Fund	0.00					0.00	0.00
Deposits	0.00					0.00	0.00
TOTALS	1,184,162.34	2,814,903.26	0.00	2,584,244.76	0.00	230,658.50	1,414,820.84
							230,658.50
							INCREASE/DECREASE FOR THE CURRENT

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
11/02/2023	2413221	6	PSS	5753	Banneker Donations (5753)	Refund Now	grabowsm	100.00	0.00	100.00
11/02/2023	2413346	5	AR	325018_A	Hockey Initiation (325018-A)	Refund Now	michele.wilson	55.00	0.00	55.00
11/06/2023	2415719	6	AR	325013_B	The Skating School - Adult 1 (325013	Refund Now	grabowsm	80.00	0.00	80.00
11/09/2023	2417647	6	FR	Turf_TLRC_Turf	Turf on 12/10/2023 at 1:00pm to 2:0	Refund Now	grabowsm	30.00	0.00	30.00
11/13/2023	2419908	5	AR	325018_A	Hockey Initiation (325018-A)	Refund Now	michele.wilson	43.00	0.00	43.00
11/13/2023	2419997	6	AR	310102_C	The Cooking Classroom (310102-C)	Refund Now	grabowsm	20.00	0.00	20.00
11/16/2023	2421667	6	FR	COURT_TLRC_c	Court 2 on 11/17/2023 at 6:30pm to	Refund Now	grabowsm	30.00	0.00	30.00
11/21/2023	2423860	6	FR	COURT_TLRC_c	Court 5 on 11/24/2023 at 10:00am to	Refund Now	grabowsm	60.00	0.00	60.00
11/27/2023	2425498	6	FR	FCIA_FSCIA_Par	FSIA Party Room on 12/08/2023 at 7	Refund Now	grabowsm	60.00	0.00	60.00

Report Summary Totals

Total Refund Records:	9
Total Fees Refunded:	478.00
Total Tax Refunded:	0.00
Total Amount Refunded:	478.00

Refund Listing Report

SELECTION CRITERIA

GENERIC REPORT CRITERIA

Output Template:	VSI - Refund Listing Report
Output Type:	Detail
Preview Report:	yes
PDF:	Yes
Print Selection Criteria:	Yes
CSV Summary Option:	Raw Data

REPORT SPECIFIC CRITERIA

Refund Type:	Refund Now
Begin Service Item:	
Begin League:	
Begin Locker:	
Begin Trip:	
Begin Activity Section:	
Begin Pass:	
Begin Rental Item Code:	
Begin Inventory Item:	
Begin Ticket:	
Begin Facility:	
Begin Refund Date:	11/01/2023 - Actual Date 11/01/2023
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	11/30/2023 - Actual Date 11/30/2023
End Trip:	<u>ZZZZZZZZ</u>
End Facility:	<u>ZZZZZZ</u>
End League:	<u>ZZZZZZ</u>
End Service Item:	<u>ZZZZZZZZZZ</u>
End Locker:	<u>ZZZZZZ</u>
End Activity Section:	<u>ZZZZZZZZZZ</u>
End Rental Item Code:	<u>ZZZZZZ</u>
Begin Drawer:	1
End Drawer:	500

Bloomington Parks and Recreation Surplus Declaration Form

Dec-23

Bloomington Parks and Recreation Surplus Declaration Form

Dec-23

[illegible]



STAFF REPORT

Agenda Item: A-7
Date: 12/6/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Mark Marotz, Operations Superintendent; Joanna Sparks, Urban Greenspace Manager
DATE: December 8, 2023
SUBJECT: REVIEW/APPROVAL OF SIXTEEN (16) SERVICE AGREEMENTS WITH MULTIPLE VENDORS FOR 2024

Recommendation

Staff recommends review/approval of sixteen (16) Service Agreements for the Operations and Sports Divisions and Switchyard Park. The service agreements are with the following vendors:

1. **Baker Stone Work** – repairs and tuck point work on interior and perimeter walls at Rose Hill Cemetery - \$5,000
2. **Bledsoe Riggert Cooper & James, Inc.** – land boundary surveys, construction layout and civil engineering - \$5,000
3. **Bruce Home Improvement, Inc.** – repairs, adjustments & replacements to overhead doors - \$2,000
4. **Bruce's Welding** – general fabrication and welding repairs - \$800
5. **Cassady Electrical Contractors Inc.** – general repairs/adjustments and/or replacement of lighting and electrical components - \$5,000
6. **Core Restoration, LLC** – encampment and other commercial clean-up services - \$5,000
7. **Harrell Fish, Inc.** – general repairs/adjustments to HVAC systems - \$5,000
8. **Harrell Fish, Inc.** – separate contract for the annual inspection of backflow prevention devices - \$1,000
9. **Indiana Door & Hardware Specialties, Inc.** – general repairs/adjustments and/or replacement of door and window systems - \$4,000
10. **J & S Locksmith Shop, Inc.** – general repairs/adjustments to door locks and key cores - \$800
11. **Monument Lettering Service** – monument lettering services twice a year at the Rose

Hill Scatter Garden - \$2,900

12. **Plymate, Inc.** – floor mat cleaning services - \$700

13. **Pursell Monument** – headstone resetting, resealing and straightening - \$5,000

14. **Republic Services** – green waste dumpsters and emptying services for 2024 - \$4,000

15. **Woodland Enterprises, LLC (Roto Rooter)** – snaking and cleaning of drains - \$4,000

16. **Woods Electrical Contractor's, Inc.** – general repairs/adjustments and/or replacement of lighting and electrical components - \$5,000

These services will be provided to the City on an as-needed basis and will be funded through multiple 300 Service Lines from Operations Division general funds.

Background

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 public work is estimated to cost less than \$150,000 and 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.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Mark Marotz", with a stylized flourish at the end.

Mark Marotz, Operations Superintendent

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

Baker Stone Work

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Baker Stone Work ("Contractor").

Article 1. Scope of Services. Contractor shall provide **stone restoration and tuck point work on an as-needed basis throughout the year. Specific scope of work will be quoted individually and approved by the Department in writing before commences.** ("Services").

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz, Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Services will be performed on an as needed basis,

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Baker Stone Works, Attn: Charley Nelson, 1545 Hupp Road Bloomington IN 47401. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

DocuSigned by:

Beth Cate

Beth Cate, Corporation Counsel

Baker Stone Work

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director
Parks and Recreation Department

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 _____, 2023.

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 _____, 2023.

Baker Stone Work, Charley Nelson, Owner

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

BLED SOE RIGGERT COOPER & JAMES

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bledsoe Riggert Cooper & James ("Contractor").

Article 1. Scope of Services. Contractor shall provide **services for land boundary surveys, construction layout, and civil engineering on an as needed basis throughout the year. Specific scopes of work will be quoted individually and approved by the Department in writing before work commences.** ("Services").

Contractor 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. Contractor shall complete the Services required under this Agreement on or before Dec. 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Work performed will be on an as needed basis.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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:

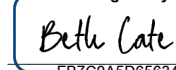
Department: City of Bloomington, Attn: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Bledsoe Riggert Cooper & James. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

DocuSigned by:


Beth Cate, Corporation Counsel

Bledsoe Riggert Cooper & James

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director, Parks and Recreation

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 _____, 2023.

Bledsoe Riggert Cooper & James, Marty James VP

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

Bruce Home Improvements, Inc.

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce Home Improvements Inc ("Contractor").

Article 1. Scope of Services. Contractor shall provide **repairs, adjustments and/or replacements for overhead door components at City Parks property and facilities on an as needed basis at an hourly rate of one hundred and thirty dollars (\$130.00) for a single person, or one hundred and ninety dollars (\$190.00) when an additional person is required ("Services"). Specific scope of work will be quoted individually and approved by the Department in writing before commences.** Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed two thousand dollars (\$2,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Work performed will be on an as needed basis

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Bruce Home Improvements Inc. . Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Bruce Home Improvements Inc

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director
Parks and Recreation Department

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 _____, 2023.

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 _____, 2023.

Bruce Home Improvement Inc, James Bruce

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BRUCE'S WELDING**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bruce's Welding ("Contractor").

Article 1. Scope of Services. Contractor shall provide welding repairs to equipment at City Park properties and facilities on an as needed basis ("Services"). **Services will be at an hourly rate of fifty dollars (\$50.00) when equipment is brought to the contractors shop and an hourly rate of one hundred dollars (\$100.00) when the contractor must travel to the site where equipment is located. In the event the contractor travels to site where the equipment is located, there will be a minimum charge of two hundred ninety-five dollars (\$295.00). Contractor shall charge the same rate for after-hours services. The Department will give notice to Contractor of at least 2 working days on repairs, except in the instance repairs require more immediate action. Specific scope of work will be quoted individually and approved by the Department in writing before commences.**

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed eight hundred dollars (\$800.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:
Work performed will be on an as needed basis.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against

liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Bruce's Welding. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Bruce's Welding

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director

Parks and Recreation Department

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 _____, 2023.

Bruce's Welding, Jake Glasgow Owner

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CASSADY ELECTRICAL CONTRACTORS INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Cassady Electrical Contractors Inc ("Contractor").

Article 1. Scope of Services. Contractor shall provide electrical service work on an as needed basis at an hourly rate of ninety five dollars (\$95) for a one person job and one hundred ninety (\$190) for a 2 person job, plus materials. For service on Saturdays the hourly rate shall be one hundred forty two dollars and fifty cents (\$142.50) for a one person job plus any additional costs for parts and material. For service on Sundays the hourly rate shall be one hundred ninety dollars (\$190) for a one person job plus any additional costs for parts and material. Parks department will give contractor a two (2) day notice on normal repairs. Types of lighting components are: LED pole lighting, HID pole lighting, electrical circuits, outlets and wiring, electric motors (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the parks department for any equipment that they must rent in order to make the necessary repairs. When required, contractor will charge the parks department a bucket truck fee of fifty dollars (\$50) per day. Specific scopes of work will be approved in writing by the department before the work commences.

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Work performed will be on an as needed basis.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant

contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Cassidy Electrical Contractors Inc. . Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

CASSADY ELECTRICAL CONTRACTORS INC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director

Parks and Recreation Department

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT B

STATE OF _____)
COUNTY OF _____) SS:

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 _____, 2023.

Cassady Electrical Contractors Inc, Mae Cassady Owner

By: _____

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CORE RESTORATION LLC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Core Restoration LLC ("Contractor").

Article 1. Scope of Services. Contractor shall provide **commercial clean-up services for the Department on an as needed basis. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences** ("Services").

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Work performed will be on an as needed basis.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Core Restoration LLC. . Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Core Restoration LLC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director
Parks and Recreation Department

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 _____, 2023.

Core Restoration LLC, Caleb Jones President

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HARRELL FISH INC (H.F.I.)**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Harrell Fish Inc ("Contractor").

Article 1. Scope of Services. Contractor shall provide services on an as needed basis at an hourly rate of ninety-five dollars (\$95) plus materials. Contractor will repair, adjust, and/or replace heating, ventilation, and cooling components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 3:30pm and all other times for an after-hours hourly rate of \$110, plus any additional cost for parts and materials. Parks department shall give the contractor at least two day notice on repairs. Repairs requiring more immediate action (emergencies), may be billed at an hourly rate of one hundred and ten dollars (\$110). Holiday call out/double time hourly rate will be one hundred and forty-seven dollars (\$147). Types of HVAC components are: blower motors, thermostats, gas valves, filters and control boards. Specific scopes of work will be approved by the Department before work begins.

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Work performed will be on an as needed basis

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against

liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Harrell Fish Inc. . Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

HARRELL FISH INC

Signature

Print Name and Title

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 _____, 2023.

Harrell Fish Inc,

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
HARRELL FISH, INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and **HARRELL FISH, INC** ("Contractor").

Article 1. Scope of Services. Contractor shall provide maintenance and repair services for the Backflow Prevention Devices (BPD) used at multiple locations for the landscaping irrigation systems on an as needed basis. Contractor shall inspect back flow prevention devices at a rate of one hundred and thirty dollars (\$130) per device. Specific scope of work will be quoted individually and approved by the Department in writing before commences ("Services").

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor 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. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed One Thousand Dollars and Zero Cents (\$1000.00). Contractor 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 Contractor 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. Contractor shall perform the Services according to the following schedule: On an as needed basis.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. Contractor: HARRELL FISH, INC, Attn: Steve Dawson, PO Box 1998, Bloomington, IN, 47402. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

HARRELL FISH, INC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director
Parks and Recreation Department

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 _____, 2023.

HARRELL FISH, INC

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND**

INDIANA DOOR & HARDWARE SPECIALTIES INC

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Indiana Door and Hardware Specialties Inc ("Contractor").

Article 1. Scope of Services. Contractor shall provide **repair, adjust, and/or replace doors at City park properties and facilities on an as needed basis at an hourly rate of ninety dollars (\$90.00)** for the first hour and seventy-five dollars (\$75.00) for each additional hour with a minimum of one (1) hour charge, plus materials. Contractor shall provide the service for a set price per hour Monday-Friday 7:00am to 6:00pm, and at all other times for an after-hours rate of one hundred and five dollars (\$105.00) with a minimum of one (1) hour charge, plus materials. Parks department will give Contractor at least two (2) working day notice on repairs. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of one hundred five dollars (\$105.00) with a minimum of one (1) hour charge, plus materials. Specific scopes of work will be approved by the Department before work commences.

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed four thousand dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Work performed will be on an as needed basis.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against

liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Indiana Door and Hardware Specialties Inc. . Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

Indiana Door and Hardware Specialties Inc

Signature

Print Name and Title

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 _____, 2023.

Indiana Door and Hardware Specialties Inc

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
J & S LOCKSMITH SHOP INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and J & S Locksmith Shop Inc ("Contractor").

Article 1. Scope of Services. Contractor shall provide services to repair, adjust, and/or replace door locks at city parks properties and facilities on an as needed basis. All service calls will be charged a trip charge of fifty dollars (\$50.00) for in town service. Any location outside Bloomington will incur an extra \$1.50 per mile. An hourly rate of seventy five dollars (\$75.00) will apply when service call requires more than one hour of labor. Contractor shall provide the services for a set price per hour Monday-Friday 8:00am to 5:30pm. Parks department will give contractor at least two (2) working day notice on normal repairs. Repairs requiring more immediate action (emergencies) may be billed at an emergency hourly rate of one and one half times the regular rate plus the trip charge of fifty dollars (\$50.00) plus parts and material. Locksmiths labor for electronics and safe will be at an hourly rate of one hundred dollars (\$100.00) Service work of this type will more times than not be of an emergency nature and will require immediate action for the service provider. Types of lock components are: key, lock, cores, deadbolts and door locks. Specific scopes of work will be approved by the Department before work commences.

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed eight hundred dollars (\$800.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Work performed will be on an as needed basis

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively

“Claims”). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor’s willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor’s work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: J & S Locksmith Shop Inc. . Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

J & S LOCKSMITH SHOP INC

Signature

Print Name and Title

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 _____, 2023.

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 _____, 2023.

J & S Locksmith Shop Inc

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
MONUMENT LETTERING SERVICE**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Monument Lettering Service ("Contractor").

Article 1. Scope of Services. Contractor shall provide **monument lettering services at a rate of two hundred ninety dollars (\$290.00) per two line message for the Rosehill scatter garden. The Department will submit specific work orders semi-annually to the Contractor.** ("Services").

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed two thousand nine hundred dollars (\$2,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Work performed will be on an as needed basis.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Monument Lettering Service. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Monument Lettering Service

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director
Parks and Recreation Department

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 _____, 2023.

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 _____, 2023.

Monument Lettering Service, Mike Gilbert Owner

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PLYMATE INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Plymate Inc ("Contractor").

Article 1. Scope of Services. Contractor shall provide **the cleaning of (3) floor mats for the operations center (Ops) at a rate of fifty-three dollars and seventy-eight cents (\$53.78) every four (4) weeks.**

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed seven hundred dollars (\$700.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:
Work performed will be every four (4) weeks.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Plymate Inc. . Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

PLYMATE INC

Signature

Print Name and Title

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 _____, 2023.

Plymate Inc

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
PURSELL MONUMENT**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Pursell Monument ("Contractor").

Article 1. Scope of Services. Contractor shall provide **straightening, reseal, and reset damaged headstones for the department on an as needed basis. Specific scopes of work will be quoted individually and approved by BPRD in writing before work commences** ("Services").

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:
Work performed will be on an as needed basis.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Pursell Monument. . Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Pursell Monument

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director
Parks and Recreation Department

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 _____, 2023.

Pursell Monument, Ronnie Pursell Owner

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
REPUBLIC SERVICES, INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and **REPUBLIC SERVICES, INC** ("Contractor").

Article 1. Scope of Services. Contractor shall provide two (2) 30-cubic yard dumpsters for collection and disposal of green waste generated by the Operations Division Staff. The dumpsters will be located at **Switchyard Park**, 1601 S. Rogers Street, and **BPR Operations Center**, 545 South Adams Street, Bloomington, Indiana. They will be emptied on an "as needed" basis. ("Services"). Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor 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. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed Four Thousand Dollars (\$4,000.00). Contractor 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 Contractor 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. Contractor shall perform the Services according to the following schedule: On an as-needed basis. 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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. Contractor: REPUBLIC SERVICES, INC, PO Box 9001099, Louisville, KY 40290-1099. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

REPUBLIC SERVICES, INC

Beth Cate, Corporation Counsel

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director
Parks and Recreation Department

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 _____, 2023.

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 _____, 2023.

Republic Services, INC.

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
WOODLAND ENTERPRISES LLC (ROTO ROOTER)**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woodland Enterprises LLC (aka Roto Rooter) ("Contractor").

Article 1. Scope of Services. Contractor shall provide services for snaking of drains at three hundred ninety-one dollars (\$391.00) and jet cleaning of drains at five hundred forty-five dollars (\$545.00) for the department on an as needed basis. Enter charges for service calls, hourly rates, weekend, holiday, after hour rates, and emergency rates if applicable. Specific scopes of work will be quoted individually and approved by Department in writing before work commences ("Services").

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed four thousand dollars (\$4,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Work performed will be on an as needed basis.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Woodland Enterprises LLC (aka Roto Rooter). Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

WOODLAND ENTERPRISES LLC (ROTO ROOTER)

Signature

Print Name and Title

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 _____, 2023.

Woodland Enterprises LLC (Roto Rooter)

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
WOODS ELECTRIC CONTRACTORS INC**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Woods Electric Contractors Inc ("Contractor").

Article 1. Scope of Services. Contractor shall provide electrical service work on an as needed basis at an hourly rate of eighty-five dollars (\$85.00) plus materials. Contractor will repair, adjust, and/or replace lighting and electrical components at City park properties and facilities for a set price per hour Monday-Friday 7:00am to 6:00pm, and all other time for an after-hours price of one hundred fifteen dollars (\$115.00). Parks department will give contractor at least two (2) working days' notice on repair. Repairs requiring more immediate action (emergencies) may be billed at an emergency rate of one hundred fifteen dollars (\$115.00) Types of lighting components are: LED pole lighting HID pole lighting, electrical circuits, outlets and wiring, electric motors, (to include three phase), electric panels, underground wiring, photo and timed controllers and contactors. Contractor may also charge the parks department for any equipment they must rent in order to make the necessary repairs. When required Contractor will charge the Department a bucket truck fee of fifty dollars (\$50.00) per day. Specific scopes of work will be quoted individually and approved by the Department in writing before work commences ("Services").

Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Mark Marotz Operations Superintendent as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed five thousand dollars (\$5,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Mark Marotz Operations Superintendent, 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Work performed will be on an as needed basis

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively

“Claims”). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor’s willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor’s work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws. In performing the Services under this Agreement, Contractor 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, Contractor 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. 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Mark Marotz Operations Superintendent, 401 N. Morton, Bloomington, IN 47404. Contractor: Woods Electrical Contractors Inc. . Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Beth Cate, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

WOODS ELECTRICAL CONTRACTORS INC

Signature

Print Name and Title

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 _____, 2023.

Woods Electrical Contractors Inc

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-8 Date: 12/6/23

Administrator Review\Approval TS
--

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: December 12, 2023
SUBJECT: OIKO INVASIVE PLANT MANAGEMENT AT LOWER CASCADES PARK

Recommendation

Staff recommends approval of this contract with Oiko for invasive plant management services. Funding source: 200-18-189500-53990. Amount not to exceed \$3,100.00

Background

Oiko will provide woody invasive plant management services along 330 yards of the creek corridor at Lower Cascades Park. The project will be completed by March 15, 2024.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
OIKO**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and **OIKO** ("Contractor").

Article 1. Scope of Services. Contractor shall provide **Oiko will provide woody invasive plant management along 330 yards of the Lower Cascades Park creek corridor.** ("Services"). Contractor 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. Contractor shall complete the Services required under this Agreement on or before **March 15, 2024**, 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 Contractor's work, Contractor 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. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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. Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed **Three Thousand One Hundred Dollars and Zero Cents (\$3,100.00)**. Contractor 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 Contractor 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. Contractor shall perform the Services according to the following schedule:

Project shall be completed by March 15, 2024. 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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor. Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status. During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification. Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance. During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest. Contractor 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. Contractor 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 Contractor 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.

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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. Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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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: Joanna Sparks, 401 N. Morton, Bloomington, IN 47404. Contractor: OIKO Attn: Jack Cathcart, PO Box 6205, Bloomington, IN 47407. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification. This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

CITY OF BLOOMINGTON

Authorized by:

Beth Cate

FB7C0A5D6563447
Beth Cate, Corporation Counsel

OIKO

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Director
Parks and Recreation Department

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 _____, 2023.

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 _____, 2023.

OIKO

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 _____, 2023.

Notary Public’s Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-9 Date: 12/6/23

Administrator Review\Approval TSs

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: December 12, 2023
SUBJECT: MC-IRIS 2024 PARTNERSHIP AGREEMENT

Recommendation

Staff recommends the approval of this Partnership Agreement with Monroe County Identify and Reduce Invasives (MC-IRIS).

Background

Parks staff would like to renew our partnership with MC-IRIS to continue actively engaging with the community in regular Invasive Plant Awareness Days and Indiana Weed Wrangles at various Parks properties and other outreach events such as the MC-IRIS Native Plant Sale.

MC-IRIS members have been working to educate Monroe county residents about controlling invasive plants for over a decade. In 2023 MC-IRIS members, working with other volunteers from the community, have performed over 3500 hours of invasive plant management on CoB properties. With MC-IRIS's assistance we hope to continue to expand our engagement with neighboring property owners and educate them about the importance of managing invasive plants on their properties.

RESPECTFULLY SUBMITTED,

Joanna Sparks

Joanna Sparks, Urban Greenspace Manager



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this _____ day of _____ 2023 by and between the City of Bloomington Parks & Recreation Department ("BPRD"), and Monroe County - Identify and Reduce Invasive Species ("MC-IRIS").

WHEREAS, the BPRD and MC-IRIS desire to cooperate in the development and implementation of invasive plant education and training events; and

WHEREAS, MC-IRIS is dedicated to reaching out into the community to promote invasive plant awareness for the general public; and

WHEREAS, the BPRD would like to expand invasive plant education and training offerings to incorporate more hands-on experience; and

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

NOW THEREFORE, the partners do mutually agree as follows:

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.

1.0 Duration of Agreement:

The term of this Agreement shall begin January 1, 2024 and run through December 31, 2026. The partners may agree to renew or extend the term of this Agreement in writing only.

2.0 Bloomington Parks & Recreation Department Agrees to:

- a. Maintain close communication with MC-IRIS Board members, and bring any related issues to their attention. One BPRD staff member will attend monthly MC-IRIS meetings.
- b. Provide up-to-date program publicity by publishing information in the BPRD's seasonal program brochure and on its website.
- c. Provide staff assistance at MC-IRIS sponsored events on BPRD properties, including but not limited to: MC-IRIS Native Plant Sale, held annually in September.
- d. Provide a site supervisor and Licensed Pesticide Applicator for all Invasive Plant Awareness Day/Indiana Weed Wrangle events.
- e. Coordinate with MC-IRIS the provision of any tools or supplies necessary for invasive plant education and training events, which include, but are not limited to, handsaws, gloves, and trash bags.

- f. Work cooperatively with MC-IRIS to apply for funding opportunities for vegetation management activities on BPRD properties.

3.0 MC-IRIS Agrees to:

- a. Maintain close contact with BPRD staff, and address with them any related program issues.
- b. Assist with identifying potential instructors and coordinating invasive plant education and training events.
- c. Assist with the distribution of promotional materials, including flyers and registration information.
- d. Provide program publicity on BPRD invasive plant education and training events on the MC-IRIS website.
- e. Provide MC-IRIS member(s) to assist with onsite management of Invasive Plant Awareness Day/Indiana Weed Wrangle events; including, when possible, OISC Licensed Pesticide Applicators to apply herbicide under the direction of Parks staff and to expand educational opportunities for volunteers regarding invasive plant management strategies and improve the efficacy of invasive plant management activities. MC-IRIS members assisting with herbicide application shall provide proof to BPRD of current licensing and proficiency in cut stump treatment.
- f. MC-IRIS members shall sign the City of Bloomington Parks and Recreation Volunteer Waiver of Liability (Exhibit A).

4.0 Agreement Terms Mutually Agreed to By Both Partners:

- a. All marketing/promotional materials and public relations information will be shared between both partners involved prior to any advertising.
- b. BPRD and MC-IRIS Board members will coordinate invasive plant education and training event schedules.
- c. The staff and personnel involved in this Agreement will at all times represent themselves to this Agreement in a professional manner, and reflect the commitment of both partners to quality services and customer satisfaction

5.0 Termination

- a. Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2026 by mutual written agreement only.
- b. In the event that one of the partners to this Agreement breaches any of its terms and conditions, the other party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have ten (10) days from the date of mailing in which to cure the breach. If the breach is not cured within ten days, the non-breaching party may, at its option and in writing, unilaterally terminate this Agreement.

6.0 Notice

- a. Notice regarding any significant concerns or issues of non-compliance shall be given to:

Bloomington Parks & Recreation

MC-IRIS

Tim Street, Operations Director
401 N. Morton, Suite 250
Bloomington, IN 47404
tim.street@bloomington.in.gov
812-349-3706

Ellen Jacquart, Chair
8358 N. Mt. Tabor Rd.
Ellettsville, IN 47428
ellenjacquart@gmail.com
812-876-9645

b. Representatives for the day-to-day operational implementation of this Agreement are:

Bloomington Parks & Recreation
Joanna Sparks, Urban Greenspace Manager
812-349-3497
sparkj@bloomington.in.gov

MC-IRIS
Ellen Jacquart, Chair
812-876-9645
ellenjacquart@gmail.com

7.0 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 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.

8.0 Release and Hold Harmless Agreement:

MC-IRIS, 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.

9.0 E-Verify

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

10.0 Non-Discrimination

MC-IRIS shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. MC-IRIS understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If MC-IRIS believes that a City employee engaged in such conduct towards MC-IRIS and/or any of its employees, MC-IRIS or its employees may file a complaint

with the City department head in charge of the MC-IRIS's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

CITY OF BLOOMINGTON

MC-IRIS

Kathleen Mills, President
Board of Park Commissioners

Ellen Jacquart, Chair

Tim Street, Interim Director
Bloomington Parks and Recreation

DocuSigned by:



FB7C0A5D6663447...

Beth Cate, Corporation 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 _____

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence :

**VOLUNTEER WAIVER OF LIABILITY
AND PHOTO & VIDEO RELEASE**

Please read the following statement carefully before signing below:

I recognize that because of the inherent hazards of this activity I may sustain some injury or harm as a result of my participation. In the event that I am injured and my next of kin cannot be contacted, I give my permission to the attending physician to render such treatment as would be normal, and agree to pay the usual charge for such treatment. I agree to release the City of Bloomington, its Parks and Recreation Department and its employees, agents and assigns for any and all claims for personal injury and/or property damage that may arise from, or be in any way connected to, my participation in this activity. I understand that this release applies to both present and future injuries, and that it binds my heirs, executors and administrators. I have been advised that I may be photographed and videotaped while participating in Parks and Recreation activities, and I consent to the reproduction of such photos or videos for advertising and publicity. I agree to release Bloomington Parks and Recreation, its employees, agents, and assigns, from any liability connected with taking, recording, digitizing, or publication and use of photographs, video, and/or sound recordings. In signing this form, I also understand that I agree to be subscribed to the Bloomington Parks and Recreation monthly volunteer newsletter. I have read this release and understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

* * *

**TRANSPORTATION, HOLD-HARMLESS,
AND INDEMNIFICATION AGREEMENT**

The undersigned, in consideration for permission to ride along in a CITY OF BLOOMINGTON vehicle for the undersigned's benefit only, agrees to the following:

To release, hold harmless and indemnify the City of Bloomington, its employees, officers and agents, for any claim or claims which might arise out of any incident connected with or in any way related to riding in a City of Bloomington vehicle. This includes claims for personal injury, property damage, and/or other type of harm or injury.

To release, hold harmless and indemnify the City of Bloomington, its employees, officers and agents for any claim or claims arising out of any incident connected with or related to in any way riding in a City of Bloomington vehicle made or asserted by any other person(s) against the City of Bloomington. This includes claims for personal injury, property damage, Workers Compensation and/or any other type of harm or injury.

Purpose of Ride Along: Responsibilities related to volunteer position.

Signature: _____ Date: _____

Email: _____ Phone: _____

In case of emergency, please contact:

Name: _____ Phone: _____

Relationship: _____



STAFF REPORT

Agenda Item: A-10 Date: 12/6/23

Administrator Review\Approval TS
--

TO: Board of Park Commissioners
FROM: Shelby Drake, Health and Wellness Coordinator
DATE: December 14, 2023
SUBJECT: PARTNERSHIP WITH PURDUE EXTENSION OF MONROE COUNTY FOR FOOD AS MEDICINE

Recommendation

Staff recommends approval of the partnership between City of Bloomington, Parks and Recreation and Purdue Extension of Monroe County to facilitate Food as Medicine program for Monroe County. All funding provided by Purdue Extension of Monroe County. No funds will be exchanged.

Background

This is a partnership agreement for Food as Medicine. This is the second Food as Medicine series that has been co-facilitated by BPRD and PEMC, helping over 30 families to provide nutrition education and weekly meal kits throughout the duration of the programs. Funding is providing by PEMC via the Jack Hopkins Social Services Grant. Food as Medicine is a 6-week nutrition education program that will also provide weekly meal kits to participants. Food as Medicine will be held at Banneker Community Center.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Shelby Drake". The signature is fluid and cursive.

Shelby Drake, Health and Wellness Coordinator



**Program Partnership Agreement with
Purdue Extension Office of Monroe County for Food as Medicine**

This Agreement is made and entered into this _____ day of _____, 2023, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and the Purdue Extension Office of Monroe County (“PEMC”).

WHEREAS, BPRD and the PEMC desire to cooperate in the provision of Food as Medicine program at Banneker Community Center.

WHEREAS, the PEMC 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 establishes a free Food as Medicine education program at Banneker Community Center. This program will provide weekly meal kits, nutrition, physical activity, and financial education to underrepresented families in Monroe County.

2.0 Duration of Agreement:

This Agreement shall be in full force until March 31, 2024, 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 the PEMC in order to provide a free education program, Food as Medicine, at Banneker Community Center. BPRD shall be responsible for the following:

3.1. Assist PEMC in planning curriculum and recipes for weekly education sessions;

- 3.2. Providing on-site staff to co-facilitate weekly education sessions;
- 3.3. Providing marketing materials, approved by all parties, and assist in marketing event; and
- 3.4. Providing the site location for Food as Medicine program at the Banneker Community Center.

4.0 Purdue Extension Office on Monroe County:

The goal of the PEMC is to provide opportunities for families and children. PEMC shall be responsible for:

- 4.1. Paying for and delivering all food, and supplies related to the Food as Medicine program;
- 4.2. Providing food kits and supplies for each family on a weekly basis;
- 4.3. Assisting BPRD in planning curriculum and recipes for weekly education sessions; and
- 4.4. Providing on-site staff to co-facilitate weekly education sessions.

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 the PEMC.

- 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.

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

Purdue Extension Office
Annie Eakin
3400 S. Walnut St
Bloomington, IN 47401
aeakin@purdue.edu

812-349-3713

812-349-2575

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

Bloomington Parks & Recreation

Shelby Drake

Box 848

Bloomington, IN 47402

shelby.drake@bloomington.in.gov

812-349-3771

Purdue Extension Office

Ody Ekwonwa

3400 S. Walnut St

Bloomington, IN 47401

bekwonwa@purdue.edu

812-349-2575

7.0 Termination:

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to March 31, 2024 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 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.

9.0 Release and Hold Harmless Agreement:

PEMC, 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

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

11.0 Non-Discrimination

PEMC shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. PEMC understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If PEMC believes that a City employee engaged in such conduct towards PEMS and/or any of its employees, PEMC or its employees may file a complaint with the City department head in charge of the PEMC's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

**BLOOMINGTON PARKS AND
RECREATION DEPARTMENT**

**Purdue Extension Office – Monroe
County**

Kathleen Mills, President
Board of Park Commissioners

Annie Eakin
Purdue Extension Office – Monroe County

Tim Street, Interim BPRD Director

DocuSigned by:

FB7C0A5D6563447...

Beth Cate, Corporation 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

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence :



STAFF REPORT

Agenda Item: A-11 Date: 12/6/23

Administrator Review\Approval TS
--

TO: Board of Park Commissioners
FROM: Shelby Drake, Health and Wellness Coordinator
DATE: December 14, 2023
SUBJECT: PARTNERSHIP WITH LISA GREATHOUSE FOR WELLNESS PROGRAMMING

Recommendation

Staff recommends approval of the partnership between City of Bloomington, Parks and Recreation and Lisa Greathouse for wellness programming through 2024. Wellness programming include, but at not limited to: bike rodeos, walk/run clubs, family fitness nights, Veterans 5k, and National Walk to School Day. No funds will be exchanged. In addition to BPRD and Lisa Greathouse mutually working on adolescent wellness programming. Lisa will provide BPRD with race timing equipment for Veterans 5k race, in exchange, BPRD will provide one shelter rental to Lisa Greathouse, at no cost.

Background

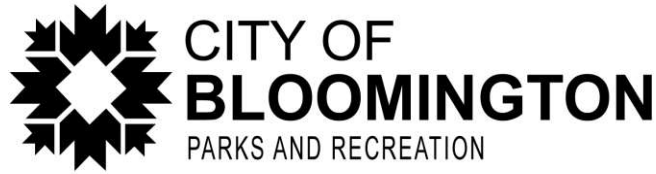
This is a partnership agreement for adolescent wellness programming within Bloomington, including but not limited to: bike rodeos, walk/run clubs, family fitness nights, Veterans 5k race, and National Walk to School Day. The goal with this partnership is to share cost of high value equipment used in programming, as well as to combine wellness resources to accommodate a larger number of adolescent wellness programs throughout the year.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Shelby Drake". The signature is fluid and cursive, written over a horizontal line.

Shelby Drake, Health and Wellness Coordinator

2023-January



Program Partnership Agreement with Lisa Greathouse

This Agreement is made and entered into this _____ day of _____, 2023, by and between the City of Bloomington Parks & Recreation Department, (“BPRD”) and Lisa Greathouse.

WHEREAS, BPRD and Lisa Greathouse desire to cooperate in the provision wellness programming.

WHEREAS, Lisa Greathouse 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 establishes various wellness programming throughout 2024. Wellness programming will include BPRD Veterans 5k and co-facilitated adolescent wellness programming.

2.0 Duration of Agreement:

This Agreement shall be in full force and effect until December 31, 2024, 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 Lisa Greathouse in order to provide wellness programming to the community. BPRD shall have the following responsibilities:

- 3.1.** Assisting in planning of adolescent wellness programming (bike rodeos, run/walk clubs, National Walk to School Day, Family fitness nights);
- 3.2.** Providing on-site staff to co-facilitate education sessions;

3.3. Providing Twin Lakes Recreation Center (TLRC) party room + 1 basketball court at no-cost, for Playworks adolescent health training June 20-21, 2024; and

3.4. Providing one (1) shelter rental at no-cost to Lisa Greathouse.

4.0 Lisa Greathouse:

The goal of Lisa Greathouse is to build a positive relationship with BPRD in order to provide wellness education to the community. Lisa Greathouse shall have the following responsibilities:

4.1. Assisting in planning of adolescent wellness programming (bike rodeos, run/walk clubs, National Walk to School Day, Family fitness nights);

4.2. Providing on-site staff to co-facilitate education sessions; and

4.3. Providing race day timing equipment for Veterans 5k.

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 Lisa Greathouse.

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, and equipment will be honored according to the timetable agreed upon by all partners.

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 Barrick-Higgins
Box 848
Bloomington, IN 47402
barrickb@bloomington.in.gov
812-349-3713

Lisa Greathouse
Lisa Greathouse
333 East Miller Drive
Bloomington, IN 47401
lgreathouse@iuhealth.org
812-353-3244

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

Bloomington Parks & Recreation
Shelby Drake
Box 848
Bloomington, IN 47402
shelby.drake@bloomington.in.gov
812-349-3771

Lisa Greathouse
Lisa Greathouse
333 East Miller Drive
Bloomington, IN 47401
lgreathouse@iuhealth.org
812-353-3244

7.0 Termination:

- 7.1.** Termination by mutual agreement: The partners may terminate this Agreement prior to December 31, 2024 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 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.

9.0 Release and Hold Harmless Agreement:

Lisa Greathouse, 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

Lisa Greathouse 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). Lisa Greathouse shall sign an affidavit, attached as Exhibit A, affirming that Lisa Greathouse does not knowingly employ an unauthorized alien. Lisa

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

11.0 Non-Discrimination

PEMC shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. PEMC understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If PEMC believes that a City employee engaged in such conduct towards PEMS and/or any of its employees, PEMC or its employees may file a complaint with the City department head in charge of the PEMC's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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

**BLOOMINGTON PARKS AND
RECREATION DEPARTMENT**

Lisa Greathouse

Kathleen Mills, President
Board of Park Commissioners

Lisa Greathouse

Tim Street, Interim BPRD Director

DocuSigned by:

Beth Cate

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Beth Cate, Corporation 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

[illegible]

Before me, a Notary Public in and for said County and State, personally appeared _____
and acknowledged the execution of the foregoing this _____ day of _____, 2024.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence :



STAFF REPORT

Agenda Item: A-12 Date: 12/6/23

Administrator Review\Approval TS
--

TO: Board of Park Commissioners
FROM: Bill Ream, Community Events Coordinator
DATE: December 5, 2023
SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) WITH MONROE COUNTY
PUBLIC LIBRARY FOR STORY WALK AT BUTLER PARK

Recommendation

Staff recommends approval of the Memorandum of Understanding (MOU) with Monroe County Public Library for the Story Walk at Butler Park

Background

Bloomington Parks and Recreation (BPR) has had a long-standing partnership with the Monroe County Public Library (MCPL) for the Story Walk in Butler Park. This partnership is being changed to an open-ended Memorandum of Understanding (MOU) effective in 2024. The MOU will remain in effect until one of the parties wishes a change or wishes to end the MOU. The responsibilities assigned to both parties under the previous partnership will remain the same under the MOU. MCPL will maintain the story book panels currently installed in Butler Park and will change the story book in them twice a year while BPR will maintain the grounds, vegetation, and other park areas around the panels.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Bill Ream". The signature is written in a cursive, flowing style.

Bill Ream, Community Events Coordinator



**MEMORANDUM OF UNDERSTANDING
BETWEEN BLOOMINGTON PARKS AND RECREATION AND MONROE COUNTY PUBLIC
LIBRARY FOR THE STORY WALK IN BUTLER PARK**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the Bloomington Parks and Recreation Department ("BPRD") and the Monroe County Public Library ("MCPL").

WHEREAS, BPRD and the MCPL desire to cooperate in the provision of a free self-guided outdoor story walk in Butler Park;

WHEREAS, the MCPL is qualified to perform such services with BPRD; and

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

NOW, THEREFORE, in consideration of the foregoing and other valuable consideration set forth below, which the Parties acknowledge as sufficient, the Parties agree as follows:

1. BPR OBLIGATIONS: BPR shall, as part of this understanding:
 - a. Allow MCPL to maintain the story panels along the trail in Butler Park.
 - b. Maintain the trail, grounds, and vegetation near the story panels.
 - c. Provide communication between Parks and Recreation staff and MCPL staff about any vandalism or structural damage to story panels.
 - d. Provide marketing about the story walk in the Parks and Recreation Program Guide and/ or through social media outlets.
2. MCPL OBLIGATIONS: MCPL shall, as part of this understanding:
 - a. Select a story book to be featured in the story walk twice a year and make all arrangements and get all approvals to use the stories in the story walk.
 - b. Print and install all of the story book pages for the story walk.
 - c. Continually monitor story walk panels to assure they are in good working order.
 - d. Repair and or replace the panels and their parts as necessary.
 - e. Provide communication between MCPL staff and BPR staff about any park related issues that affect the story walk panels.
 - f. Market and promote the story walk through their marketing efforts.
 - g. Evaluate the success of the story walk on a yearly basis.

3. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. This Memorandum of Understanding will remain valid and in effect until one or both of the parties in the agreement wishes to change or end the understanding.
5. The Parties, including its representatives, agents, and assigns, does hereby agree to release, hold harmless, and indemnify the each other, 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.
6. MCPL 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). MCPL shall sign an affidavit, attached as Exhibit A, affirming that MCPL does not knowingly employ an unauthorized alien. MCPL shall require any subcontractors performing work under this contract to certify to the MCPL 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. MCPL shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.
7. MCPL shall comply with City of Bloomington Ordinance 2.23.110 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. MCPL understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If MCPL believes that a City employee engaged in such conduct towards MCPL and/or any of its employees, MCPL or its employees may file a complaint with the City department head in charge of the MCPL's work, and/or with the City human resources department or the Bloomington Monroe County Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

CITY OF BLOOMINGTON

**MONROE COUNTY
PUBLIC LIBRARY**

DocuSigned by:

Beth Cate

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Beth Cate, Corporation Counsel

Grier Carson, Library Director

**CITY OF BLOOMINGTON
PARKS AND RECREATION**

Tim Street, Interim Director

Kathleen Mills, President
Board of Park Commissioners



STAFF REPORT

Agenda Item: A-13
Date: 12/6/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Satoshi Kido Sports Division Director
DATE: December 12, 2023
SUBJECT: REVIEW/APPROVAL OF CASSADY ELECTRICAL CONTRACTOR INC.
CONTRACT AGREEMENT FOR THE RCA PARK TENNIS/PICKLEBALL
COURTS LIGHTS REPAIR PROJECT.

Recommendation

Staff recommends approval of the Cassady Electrical Contractors Inc. agreement for fixing the Tennis/Pickleball Courts lights at RCA Park.

Funding source: 200-18-187002-54310
Amount: \$4500

Background

Cassady Electrical Inc. was selected after they provided the lowest quote to complete this work. Cassady will provide and install 12 LED flood lights on existing poles (17,000 Lumens) and install a contactor and timer switch to control lighting. These lights will illuminate the pickleball and tennis courts at RCA Park and will only operate during park hours. Additionally, the lights will go “dark” after a certain amount of time unless a button is pushed, indicating someone is playing.

RESPECTFULLY SUBMITTED,

Satoshi Kido, Sports Division Director

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
Cassady Electrical Contractors Inc.
FOR
RCA Park Tennis/Pickleball Courts Lights**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Cassady Electrical Contractors Inc. (“Contractor”).

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor 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. Contractor shall complete the Services required under this Agreement on or before April 1, 2024 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 Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Satoshi Kido, Sports Division Director, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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

Contractor 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 Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Satoshi Kido
City of Bloomington Parks and Recreation

401 N Morton St. Ste. 250
PO Box 848
Bloomington, IN 47402

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

Contractor 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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience

with respect to projects of this nature. It is recognized, however, that neither Contractor 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, Contractor 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 Contractor 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 Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor 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 documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification

Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. Insurance

During the performance of any and all Services under this Agreement, Contractor 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 \$1,000,000 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.

Contractor 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 Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor 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

Contractor 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. Contractor 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 Contractor 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 Contractor.

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

Contractor 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. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

In performing the Services under this Agreement, Contractor 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, Contractor 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

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 Exhibit 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor 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 Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract 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 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:

Contractor:

City of Bloomington Parks and Recreation	Cassady Electrical Contractors Inc.
Attn: Satoshi Kido	Attn: Shawn Trendelman
401 N Morton St. Ste. 250, PO box 250	P.O. Box 53

Bloomington, IN 47402	Ellettsville, IN 47429
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Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 25. Intent to be Bound

The Department and Contractor 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 Contractor. 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

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

The Parties have effectuated this Agreement by executing it on the day and year first written above.

CITY OF BLOOMINGTON

DocuSigned by:

Beth Cate

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Beth Cate, Corporation Counsel

Cassady Electrical Contractors Inc.

Shawn Trendelman, Cassady Electrical Contractors

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Cassady Electrical Contractors Inc. is offering a quote to do the following for tennis court lights at RCA Park:

- Demo existing light fixtures
- Provide and install 12 LED flood lights on existing poles (17,000 Lumens)
- Install a contactor and timer switch to control lighting For the sum of: \$4,500 (Four thousand five hundred dollars)

EXHIBIT B

“Project Schedule”

Project is scheduled to begin on or after February 1, 2024, with a completion by on April 1, 2024. A detailed project schedule will be available after approved contract by the Board of Park Commissioners.

EXHIBIT C

E-VERIFY AFFIDAVIT

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 _____, 2023.

By: _____
 Signature

 Printed Name

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 _____, 2023.

 Notary Public's Signature My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-14
Date: 12/6/123

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: December 12, 2023
SUBJECT: REVIEW/APPROVAL OF ELEVATED SERVICE AGREEMENT

Recommendation

Staff recommends approval of the ELEVATED service agreement for the Parks department. ELEVATED, formerly Oracle Elevator, is located in Indianapolis and have an exceptional response time. They provide quarterly service, annual inspections, and/or repairs as needed for both the Twin Lakes Recreation Center and Banneker Community Center. Total amount not to exceed \$4,900. Funding sources to pay for these services will be 201-18-185000-53610 NR (TLRC) and 200-18-187500-53630 GF (BBCC).

Background

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 services as the need arises.

RESPECTFULLY SUBMITTED,

Daren Eads, Sports Facility Coordinator

2021-January

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ELEVATED FACILITY SERVICES**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Elevated Facility Services ("Contractor").

Article 1. Scope of Services Contractor shall provide service and adjust elevators at City park facilities (Services) four (4) times per year at the Twin Lakes Rec Center for an annual total of Nine Hundred and Nine Dollars (\$909.00); and four (4) times per year the Banneker Community Center for an annual total of One Thousand Two Hundred and Forty Five Dollars (\$1,245.00). Additional repairs will be approved on an as-needed basis at an hourly rate of Three Hundred and Fourteen Dollars and Forty-Eight Cents (\$314.48) plus materials for One (1) Tech; and an hourly rate of Four Hundred and Fifty-Three Dollars and Seven Cents (\$453.07) for a Team. Consultant shall provide the Services at these rates Monday –Friday 7:30am to 4:00pm and all other times for an afterhours hourly rate of Four Hundred and Seventy-One Dollars and Nineteen Cents (\$471.19) for One (1) Tech; and Six Hundred and Seventy-Nine Dollars and Sixty-One Cents (\$679.61) for Team, plus supplies and mileage. Parks Department will give Contractor at least two (2) working days' notice on repair. Contractor 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. Contractor shall complete the Services required under this Agreement on or before December 31, 2024, 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads for the TLRC and Kevin Terrell for Banneker Community Center as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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 Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed Four Thousand Nine Hundred Dollars (\$4,900.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Daren Eads for the TLRC and Kevin Terrell for Banneker Community City of Bloomington, PO Box 848, Bloomington, Indiana 47402. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor 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 Contractor shall perform the Services as needed during normal hours of operation.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein. The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 10. Independent Contractor Status During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 11. Indemnification Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against

liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor 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. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

Article 13. Conflict of Interest Contractor 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. Contractor 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 Contractor 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 Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor 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, Contractor 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 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 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: Daren Eads, PO Box 848, Bloomington, IN 47402. Contractor: Elevated, 5534 West Raymond Street, Indianapolis, IN 46241. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

Article 23. Integration and Modification This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. 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 Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Article 25. Option for Renewal. This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

CITY OF BLOOMINGTON

Beth Cate
 FB7C0A5D6563447...
 Beth Cate, Corporation Counsel

ELEVATED

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, Interim Administrator
Parks and Recreation Department

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 _____, 2023.

Elevated

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: A-15 Date: 12/6/23

Administrator Review\Approval TS
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TO: Board of Park Commissioners
FROM: Sarah Mullin, Program Specialist
DATE: 12/12/23
SUBJECT: REVIEW AND APPROVAL OF 2024 COMMUNITY GARDENING AGREEMENT

Recommendation

Staff recommends approval of the 2024 Community Gardening Agreement.

Background

The purpose of this Agreement is to outline the responsibilities of any person who rents a garden plot at any of our three community garden sites (at Winslow Woods, Butler and Switchyard Parks).

In 2024, a total of 258 plots were available for rent, and 265 of those were rented, with some plots being rented by multiple participants as people came and went. A wide variety of monthly pop-up classes and events were offered to gardeners during the peak season, and 10 gardening classes were offered to the general public throughout the year.

Changes that have been made to the contract in 2024 are minimal. This year's changes include: Clarifying policies related to turning in plots, clarifying policies related to wildlife in the gardens, and adding language related to unwelcome or offensive behavior.

RESPECTFULLY SUBMITTED,

Sarah S. Mullin

Sarah Mullin, Program Specialist

Gardener to keep p. 1-4 of this agreement for reference.

Garden and Plot #(s) --

2024 CITY OF BLOOMINGTON COMMUNITY GARDENING PROGRAM GARDENER AGREEMENT

In order to participate in the 2024 City of Bloomington Parks and Recreation's Community Gardening Program (CGP) at the Willie Streeter Community Gardens at Winslow Woods, 2120 S. Highland Ave., Butler Park Community Gardens, 812 W. 9th St., or Switchyard Park Community Gardens, 1611 S. Rogers St., the gardener(s) agree(s) to the following by reading and signing below:

1. REGISTRATION

Returning gardeners in good standing from last season will be offered a two week window prior to open registration, where they have exclusive access to rental of the same plot(s) they gardened in 2023. During open registration, all unrented plots will be made available to the public on a first-come, first-served basis. (This includes new gardeners and returning gardeners in good standing who did not register early). To be "in good standing," a gardener must not have any outstanding maintenance fees or have had their plot reclaimed due to lack of maintenance last year.

In an effort to ensure all who want to participate in the community gardens have an opportunity, rental limits have been updated. Returning gardeners from 2021 who rented multiple plots will be exempt from this clause and their multiple plot rental, in accordance with limits set in the 2021 Gardener Agreement, will be honored at least through the 2024 season. All returning gardeners who rented single plots in 2023 and any new gardeners will be limited to one plot per household prior to May 1. After May 1, additional plots may be rented, based on availability with the understanding that additional rentals will be available for the current season only. Any unreserved garden plots will be seeded in cover crops and unavailable to rent after August 1.

Gardeners register and pay for garden plots in the current season only. Fees are based on the size and location of the City plot, and whether the renter lives in City limits. Parks and Recreation staff shall decide the fees each renter pays. Fees are used to offset direct costs of the CGP. **No refunds on garden plots will be given unless the space is unused and can be assigned to another gardener. No refunds on abandoned garden plots will be given. Any refunds will be subject to a \$10 fee to cover administrative costs.**

2. CONTACT INFORMATION AND COMMUNICATION

Contact the CGP staff by email at communitygardens@bloomington.in.gov, by phone at (812) 349-3704, or in-person during posted and scheduled, weekly work days at the gardens. Email is the primary method of contact used by staff to communicate with gardeners. In certain cases, if staff cannot get in touch with the primary gardener, their plot may be reclaimed. Gardeners without access to email must indicate this on the CGP registration form. Notification of change of contact information must be given to Parks and Recreation by emailing or calling CGP staff within one week of making such a change.

3. GARDENING SEASON

Peak Season - The CGP peak season runs from the 2nd Monday in April through October 31. Weather and other unforeseen factors may delay the opening of the gardens or portions of a garden. Gardeners will be notified via e-mail and signs posted at the gardens if the opening is delayed. Maps showing rented plots with the last name of the gardener will be posted on the gate at each site and all garden plot numbers will be marked on a wooden stake located in each plot. **Gardeners are responsible for maintaining their plot as soon as the gardens are open for the season or immediately upon rental (if renting after 2nd Monday in April).** By Memorial Day, there should be marked progress toward a productive garden. This progress should include: at least half the plot under cultivation; plants established and cared for; path maintenance is carried out; weeds are being managed, etc. (see Section 5). If a rented plot does not show progress toward a productive garden by Memorial Day, it may be reclaimed and offered to someone else. The peak gardening season ends on October

31. All gardeners must have their plots cleared of all annual plants (see off-season exceptions below) and weeds and mulched (with leaves, straw or established cover crop) by this date. If the plot does not meet these requirements, the plot may be reclaimed and fees assessed. (See Section 5).

Off Season - The off-season is defined as November 1 through the 2nd Monday in April **or** upon the plot being rented by another gardener on or after February, 2024. Gardeners may choose to continue the use of their plot into the off-season provided that their plot is cleared of all weeds, all annual plants that are not cold-hardy, and that their plot is mulched and in full compliance of this agreement by October 31st. In addition, gardeners wishing to continue use of their plot into the off-season, must notify CGP staff in writing by October 15th. If staff is not notified, the plot may be cleared after October 31st. Before planting in the early spring of next season (prior to the 2nd Monday in April), the gardener must first renew their plot registration and notify CGP staff in writing.

In certain instances, plots may need to be taken out of rotation at the end/beginning of a season by CGP management to maintain the overall health of a garden. If this occurs, every effort will be made to replace that plot with a similar plot while maintaining the gardener's returning status.

4. GARDENING PRACTICES - SUPPORTING SOIL HEALTH

In an effort to improve soil health and support environmental resilience, **all plots at all 3 garden sites are designated as organic plots and no plots will be tilled.** This means that the gardeners who rent plots agree to adhere to organic practices as defined in the CGP document entitled *Organic Method Guidelines*, available on our website. This also means that cultivation of the soil is up to the gardener and that low/no-till methods are encouraged. Garden staff will provide educational materials on no/low till gardening. Since no plots are tilled, all gardeners are permitted to garden during the off-season (November-April) provided that they meet the criteria above (see section 3).

5. MAINTENANCE

Garden Plots and Pathways - Gardeners must consistently maintain their plot throughout the garden season. **Regular maintenance includes: regular weeding, harvesting ripe produce, and removing all spent or diseased plants. Gardeners are also responsible for maintaining the woodchip paths adjacent to their plot(s) by keeping them weeded, and refreshing with chips as needed.** All paths, whether wood chips or turf, must be kept free of overgrowing plants, gardening supplies and equipment. CGP staff will provide wood chips for path maintenance. Gardeners are responsible for making arrangements for weeding, watering, and harvesting in their absence. Gardeners unable to utilize or maintain their plot(s) and paths in the way described above, must contact CGP staff immediately. If contacted, CGP staff may be able to find a temporary solution until a gardener is able to continue maintaining the plot and paths.

Unmaintained/Abandoned Plots - CGP staff will contact gardeners renting unmaintained plots by email, unless another form of communication is indicated on the registration form. Those gardeners will be given one week from the initial email/communication attempt to comply with all requirements described in this agreement. If the gardener does not comply by the end of this one-week period, the plot will be considered abandoned and the gardener will give up the privilege to participate in the CGP for the remainder of the 2024 season and the primary gardener may be charged a \$30 maintenance fee. Additionally, any participating gardener who gives up their plot under these circumstances will be limited to the rental of one plot in the next season and may not rent that plot until May 1. If a gardener addresses a one-week maintenance request by the deadline, but subsequently leaves the plot unmaintained, the second maintenance request will have a 3 day deadline. A third request will have a 3 day deadline, too. Any further maintenance issues will result in immediate reclamation of the plot. CGP staff have the discretion to extend these deadlines if extenuating circumstances exist. **If plots have invasive or seeding weeds, CGP staff have the right to enter the plot and remove the plants for the collective benefit of the gardens.**

6. TURNING IN PLOTS/END OF SEASON

Gardeners can finish gardening and turn in their plot to CGP staff at any time without a maintenance fee penalty. If a plot is turned in prior to August 1, the garden plot may be re-rented and the original gardener will not have returning gardener status the following season. If a gardener sufficiently maintains/clears, and mulches their plot between August 1 and October 31 (See off season exceptions in Section 3) such that CGP staff does not need to do anything to the plot for the rest of the season, the gardener will be considered in good standing and may renew the same plot the following year. Gardeners must notify the CGP staff in writing/via email when turning in their plots any time prior to the end of the season, October 31. Any gardener leaving a plot so that CGP staff has to care for it in any way, may be charged a maintenance fee (see above) billed to the primary gardener and may be subject to the same restrictions as for an unmaintained or abandoned plot.

7. GARDEN HOURS

The gardens are open for use daily from dawn until dusk during gardening season.

8. TOOLS, TRELLISING AND OTHER MATERIALS

Gardeners are permitted to store tools, watering cans, or other materials they use in the regular maintenance of their plot during peak gardening season, as long as they are stored within the boundaries of their plot. Trellising, stakes, cages and other hardscaping materials are permitted for use, as long as the items are kept within the boundaries of that gardener's plot(s) and are utilized within two weeks of being placed in those plot(s). All items must be stored in a way that does not collect water for a period of time long enough to provide a habitat for mosquitoes. Any trellising must be constructed in a way that is safe for passersby (No sharp or pointed edges, etc.). The CGP is not responsible for missing/stolen tools or materials left on plots.

Communal tools are available for use during posted open shed hours. Tools are available on a first come, first served basis. Gardeners must clean and return tools to the storage shed in an orderly manner after use and prior to the end of open shed hours.

9. COMPOSTING

Plant material from garden plots may be composted in the bins provided at each garden. Signs will be posted indicating into which bins materials should be placed. Gardeners must not place any materials in the wooded areas at any garden. **Compost bins are for items from CGP gardens only – No home kitchen scraps, yard waste, or other non-garden compostable items are allowed to be dropped off in CGP bins.**

10. WATERING/HOSES

Water spigots are located at each garden site. When using hoses, gardeners must be careful not to damage other garden plots. When finished watering, turn off water at the source, untangle and neatly coil the hose on the hose hanger next to the spigot. Gardeners should notify staff if hoses or spigots are in need of repair.

11. GATES/FENCING/WILDLIFE IN GARDENS

Gardeners must close and latch the gates of the tall deer fenced perimeter when entering and exiting the gardens. CGP staff will do their best to keep the perimeter fence patched and will make every effort to deter small animals such as rabbits from entering, however, it is not possible to exclude every animal from the garden. Please notify staff if you encounter pests or nesting wildlife.

In accordance with our policy to practice organic methods in the gardens, no rodent or pest poisons are allowed, unless approved by the Organic Materials Review Institute (OMRI). Gardener use of traps of any kind is prohibited. CGP use of live traps will be employed in extreme circumstances only, at the discretion of the CCP manager.

12. RESTRICTED AND PROHIBITED PLANTS

Cane fruit (raspberries, blackberries, etc.), grapevines, fruit trees, and other woody perennials are not allowed. Invasive plants including, but not limited to, *Artemisia vulgaris*/mugwort, wandering mint species, comfrey, and any plant that multiplies in such a way (by seed, rhizome, etc.) as to overtake the plot/soil as a nuisance specimen will not be allowed. The CGP staff will, at their discretion, determine if plants are problematic, invasive, or otherwise prohibited by the State of Indiana, and therefore not appropriate for culture in a community gardening setting. Refer to the CGP document entitled *Restricted and Prohibited Plants* for more information.

13. TRASH

Gardeners must promptly remove any trash they generate, including empty plant pots and trays, from the garden area and dispose of it properly.

14. PETS

Pets are not allowed inside the fence at any garden sites due to food safety concerns and as a courtesy to other gardeners.

15. UNWELCOME/OFFENSIVE BEHAVIOR

Gardeners shall engage in behavior that a reasonable person would consider to be intimidating, bullying or harassment, or commit any act or behavior which is offensive or abusive towards each other or in connection with this Contract. The City of Bloomington CGP shall be the solely responsible for determining when a Gardener's behavior violates this provision. If CGP determines a Gardener has violated this provision, CGP reserves the right to issue a warning, terminate the contract, reclaim the Gardener's plot, and/or to revoke the Gardener's returning status in the following program year. See the Bloomington Parks and Recreation Policy Manual for more information.

16. THEFT AND DAMAGE

Gardening in a public park comes with some risk. Gardeners should report any theft, vandalism, suspicious behavior or activity in the garden areas to CGP staff immediately. No person is permitted to remove anything from plots not rented by them. The City of Bloomington Parks and Recreation Department and staff, acting on behalf of the City, are not responsible for any damage to garden spaces, theft of produce or personal belongings in the vicinity of the gardens or elsewhere.

17. LIABILITY AND INDEMNIFICATION

The undersigned is an adult program participant, or is the parent or legal guardian of a program participant. The undersigned hereby states that s/he understands the activities that will take place in this program, and that the program participant is physically and mentally able to participate in this program. The undersigned recognizes, as with any activity, there is risk of injury. In the event that the program participant sustains an injury in the course of the program, and the City of Bloomington Parks and Recreation Department is unable to contact the appropriate person(s) to obtain consent for treatment, the City of Bloomington Parks and Recreation Department and/or its employees or volunteers are authorized to take reasonable steps to obtain appropriate medical treatment. The program participant and/or his/her parent or legal guardian shall be responsible for the cost of such treatment. The undersigned agrees to release, hold harmless, indemnify and defend the City of Bloomington, the Bloomington Parks and Recreation Department, its employees, agents, and assigns, from any claims including, but not limited to, personal injuries or damage to property caused by or having any relation to the activities covered by this contract, even if arising from the negligence of releases. It is understood that this release applies to any present or future injuries and that it binds the undersigned, undersigned's spouse, heirs, executors and administrators. The program participant may be photographed and videotaped while participating in Parks and Recreation activities, and consent is given for the reproduction of such photos or videos for advertising and publicity.

15. LAW AND VENUE

This Agreement shall be interpreted and construed according to the laws of the State of Indiana and the venue of any dispute shall be Monroe County Circuit Court, Indiana.

Gardener to sign and return this page with registration form.

*Garden and Plot #(s)*_____

*Fee for Plot:*_____

I, the undersigned, have read the City of Bloomington Parks and Recreation's Community Gardening Program Gardener Agreement and understand all of its terms. I agree with its terms and sign it voluntarily.

Primary Gardener, Printed Name	Primary Gardener, Signature	Date
Parent or Guardian, Printed Name if Gardener is age 17 or younger	Parent or Guardian, Signature	Date
Beth Cate, Corporation Council		Date
Tim Street, Interim Director		Date



STAFF REPORT

Agenda Item: B-1 Date: 12/6/23

Administrator Review\Approval TS
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TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: December 12, 2023
SUBJECT: BRAVO AWARD – RAY MAJOR

Recommendation

The Bloomington Parks and Recreation Department would like to recognize Ray Major with the December Bravo Award.

Background

Ray is a volunteer well-known for his “Trees from Seeds” initiative. This native push encourages Bloomington and Monroe County residents to plant native seeds such as hickories, oaks, maples, poplars, and more. He also helps other volunteers learn the techniques of reforestation by direct seeding throughout the city.

Ray is also a regular Weed Wrangle volunteer, contributing over 70 hours of service at parks such as Winslow Woods, Crestmont Park, Bryan Park, and more. Ray’s dedication to the removal of invasive species and planting of native species in our shared community is appreciated by all now, and will be even more so in the future.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "Emily Buuck".

Emily Buuck, Community Relations Coordinator



STAFF REPORT

Agenda Item: C-1
Date: 12/6/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Hsiung Marler, Switchyard Park General Manager
DATE: December 12, 2023
SUBJECT: CENTERSTONE ADDENDUM FOR JANUARY—FEBRURARY 2024

Recommendation

Staff is recommending approval of an addendum to the existing Centerstone partnership agreement to extend it for January and February of 2024. This extension will cover a gap at Switchyard Park between the existing contract and the submittal for the next partnership agreement (which will cover not only Switchyard Park, but Landscaping and Lower Cascades Golf Course as well). This is necessary now that the spray pad restrooms are heated and open year around.

The not to exceed amount is \$7120.

Funding sources for this partnership program are:

- Switchyard Park: 200-18-189006-53990

Background

This partnership was piloted in 2017 with focus on the high volume parks in the downtown area including Seminary Park, Peoples Park, Building Trades Park and Rev. Ernest D. Butler Park. It has successfully operated for six years. Golf course and landscaping operations were added to the partnership in 2018 and have also proved to very successful. In 2020 landscaping operations were expanded to include a Switchyard Park crew, as well as adding a playground maintenance crew. The 2020 expansions were funded by Recover Forward funds. In 2021 a Switchyard Park monitor crew were added. This crew was expanded in 2022.

RESPECTFULLY SUBMITTED,

A handwritten signature in dark ink, appearing to read "H Marler".

Hsiung Marler, Switchyard Park General Manager

2023-January

**RENEWAL AGREEMENT
BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND CENTERSTONE OF INDIANA, INC**

WHEREAS, the City of Bloomington Department of Parks and Recreation (“Department”) and Centerstone of Indiana, INC (“Contractor”) entered into a partnership agreement (“Agreement”) for Centerstone to provide staffing for various parks programs on or about March 22, 2023 and attached as Exhibit A; and

WHEREAS, Article 1 of the Agreement provides:
The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS in BPRD parks by combining available resources from each party to the Agreement.

Article 2 of the Agreement provides:
This Agreement is in effect from the date of signing until December 31, 2023 unless terminated earlier as provided under Article 7.0.

Article 3, Section 4 of the Agreement provides:
Under the direction of the SYP General Manager or designee SYP Monitors will clean and monitor the police substation restroom, spray pad restrooms, and pick up litter in the park.

- In-season: (May 26-September 30, 2023) 10am-2:30pm & 4-8:30pm, seven days a week.
- Off-season: (April 3- May 25, 2023; September 30-December 31, 2023) 10am-1:30pm & 2:30-6pm, seven days a week.

Article 3, Section 8 of the Agreement provides:
• Pay CS invoiced amounts for labor costs of the Parks seasonal employment program. Amounts not to exceed an hourly rate of \$15.29 per hour, plus FICA for park maintenance, landscaping, Cascades Golf Course and SYP monitor crew positions.; and

WHEREAS, the Agreement expires on December 31, 2023; and

WHEREAS, the Department wishes to renew the Agreement and has provided Contractor advanced written notice of same, and Contractor agrees to renew the Agreement.

NOW, THEREFORE, the Department and the Contractor agree as follows:

1. The Agreement is hereby renewed.
2. The terms and conditions of the Agreement shall remain unmodified with the following exceptions:
 - a. The termination date of the Agreement under Article 2 shall be through and including February 29, 2024.

- b. The daily hours of the Agreement under Article 3, Section 4 will specifically be Off-season: (January 01-February 29, 2024) 10am-1:30pm & 2:30-6pm, seven days a week.
- c. The labor costs of the Agreement under Article 3, Section 8 will be modified to account for cost of living increase in 2024 as:
 - i. Pay CS invoiced amounts for labor costs of the Parks seasonal employment program. Amounts not to exceed an hourly rate of \$15.75 per hour, plus FICA (.0765) for SYP monitor crew positions.

All provisions of the March 2023 Agreement not modified by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2023.

CITY OF BLOOMINGTON

CENTERSTONE OF INDIANA, INC

Tim Street, Director
Parks and Recreation Department

Brian Obery

Beth Cate, Corporation Counsel
City of Bloomington

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of ____ 2023, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and, Centerstone of Indiana, Inc. (“CS”).

WHEREAS, BPRD and CS desire to cooperate in a park maintenance crew, landscaping crew, Cascades Golf Course crew, Switchyard Park (SYP) monitor crew; and

WHEREAS, CS 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 opportunity for CS clients to work for CS in BPRD parks 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 December 31, 2023 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide well-maintained parks for the community to enjoy.

3.2 BPRD agrees to:

1. Under the direction of the Operations Superintendent or designee designate Seminary Park, Peoples Park, Butler Park, Building Trades Park, the Waldron, Hill and Buskirk Park and other locations as sites for the park maintenance crew.

- (April 3 – October 29, 2023) 8am-2pm,
Friday – Monday.
2. Under the direction of the Urban Greenspace Manager or designee designate landscaping areas and tasks for the landscaping crew.
 - (April 4 – October 26, 2023) 8am – 12pm,
Tuesday and Thursday.
 3. Under the direction of the Cascades Golf Course Manager or designee designate ground keeping duties such as landscaping pruning, weed pulling, debris removal, bunker weeding, raking leaves, painting, litter pick-up and other related duties.
 - (April 3 – October 28, 2023) 8am - 12pm,
two days per week.
 4. Under the direction of the SYP General Manager or designee SYP Monitors will clean and monitor the police substation restroom, spray pad restrooms, and pick up litter in the park.
 - In-season: (May 26-September 30, 2023)
10am-2:30pm & 4-8:30pm, seven days a week.
 - Off-season: (April 3- May 25, 2023; September
30-December 31, 2023) 10am-1:30pm & 2:30-
6pm, seven days a week.
 5. To provide on-site training for the CS park maintenance, landscaping, Cascades Golf Course and SYP monitor crews.
 6. Provide maintenance equipment and supplies necessary to maintain the designated parks, landscaped areas, Cascades Golf Course and SYP areas.
 7. Provide personal protection equipment for members for the CS park maintenance, landscaping, Cascades Golf Course and SYP monitor crews.
 8. Pay CS invoiced amounts for labor costs of the Parks seasonal employment program. Amounts not to exceed an hourly rate of \$15.29 per hour, plus FICA for park maintenance, landscaping, Cascades Golf Course and SYP monitor crew positions.

4.0 Centerstone:

- 4.1** The goal of CS is to conduct an employment placement program for park maintenance.

4.2 CS agrees to:

1. Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews.
2. Provide the following number of employees per area:
 - Park Maintenance Crew:
 - (April 3-Oct. 29): 2 employees and 1 supervisor; 8am-2pm, Friday – Monday; total of 24 hours per week per employee.
 - Landscaping Crew:
 - (April 4-Oct. 26): 2 employees and 1 supervisor; 8am - 12pm Tuesdays & Thursdays, total of 8 hours per week per employee.
 - Cascades Golf Course:
 - (April 3-Oct. 29): 1 employee and 1 supervisor; total of 8 hours per week per employee.
 - Switchyard Park (SYP) Monitors:
 - In-season (May 26-Sept 30): 1 employee and 1 supervisor; 10am-2:30pm & 4-8:30pm, seven days a week, 9 hours per employee per day.
 - Off-season (April 3- May 25; Sept 30-Dec 31): 1 supervisor, 10am-1:30pm & 2:30-6pm, seven days a week, 7 hours per employee per day.
3. Invoice Parks three times per season for labor costs from April 3 – July 15, July 16 – October 29 and October 30 – December 31 at a reimbursement rate of \$15.29 per hour plus FICA depending on the positions filled and hours worked.
4. Provide separate invoices for each of the four areas: Park Maintenance, Landscaping, Cascades Golf Course and SYP.
5. Provide transportation to the sites (People's Park, Seminary Park, Building Trades Park, Butler Park, the Waldron, Hill and Buskirk Park, Switchyard Park, Parks Operations Center, Cascades Golf Course) and other sites as directed.
6. Provide a Supervisor to transport and supervise each crew on site.
7. Have substitute workers available to fill in or permanently take a spot on the crew.

8. Address behavioral issues that come up at sites.
9. Communicate with designed park staff on issues, progress, and supply needs.

5.0 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 CS 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 CS 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 CS shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. CS 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 CS is recognized as having the expertise and experience to hire and supervise the park maintenance, landscaping, golf course and SYP monitor work crews safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.
- 5.6 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on city property.
- 5.7 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), CS 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 CS 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.
- 5.8 The parties will evaluate this Agreement and the services provided during the month of February 2024.
- 5.9 CS 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

CS's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or 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:

Centerstone

Vanessa Douglas
645 S. Rogers St.
Bloomington, IN 47403
(812)337-2237

BPRD

Mark Marotz
930 W Fourth St.
Bloomington, IN 47403
(812) 327-6119

- 6.2** Representatives for the day-to-day operational implementation of this Agreement are:

Centerstone

Christina Murphy
645 S. Rogers St.
Bloomington, IN 47403
(812)318-3378

BPRD

Kyle Hudson– Park Maintenance (812)360-4226
Joanna Sparks – Landscaping (812)349-3497
Satoshi Kido – Golf Course (812)349-3712
Hsiung Marler- Switchyard (217)898-6814

7.0 Termination

This Agreement may only be terminated in writing by the mutual agreement of all partners.

- 7.1** The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify CS of any such termination and the reasons therefore in writing.

8.0 E-Verify and Non-Collusion

- 8.1** 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 Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 the contract with the City.
- 8.2** CS is required to certify that it has not, nor has any other member, representative, or agent of CS, 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. CS shall sign an affidavit, attached hereto as Exhibit B, affirming that CS has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

Signed and Agreed to this _____ day of _____, 2023.

CENTERSTONE:

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President,
Board of Park Commissioners

Date

Beth Cate, Corporate Counsel

Date

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 _____, 2023.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT "B"

AFFIDAVIT REGARDING NON-COLLUSION

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

_____ has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by _____, 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.

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 _____, 2022.

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
_____, 2022.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: C-2
Date: 12/6/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Tim Street, Interim Director
DATE: December 12, 2023
SUBJECT: CONTRACT WITH SNIDER RECREATION, INC FOR BRYAN PARK 5-12 PLAYGROUND

Recommendation

Staff recommends review/approval of a contract with Snider Recreation, Inc. for the purchase and installation of new playground equipment and poured-in-place rubber safety surfacing at Bryan Park. This project will be funded with ARPA funds – 176-18-G21005-54310.

Background

This project will replace the current twenty-four year old playground located just off Henderson Street at the south end. A Jotform Bryan Park Playground Survey was conducted in February 2023 and released to the public utilizing the Park's Department and Bryan Park websites as well as other social media channels. In addition, nearby neighborhood associations were informed of the survey and a sign was placed on the playground which included the QR code for the survey. A total of 402 surveys were received.

On March 2nd, an in-person and virtual public meeting was held to receive community input and feedback for this project and share the results of the community survey.

The results of the survey provided staff with a means to prioritize specific playground features that would be included in the design. A Request for Proposals was issued and seven companies responded with playground designs. Staff representatives evaluated the submissions and selected the playground from Snider Recreation.

The total amount for this contract is \$179,256, which is for the installation of equipment and the materials/installation for the rubberized surfacing. The Department will purchase the play equipment from Snider Recreation separately through a cooperative purchase agreement for a total of \$180,514. The entire project will total \$359,770.

RESPECTFULLY SUBMITTED,

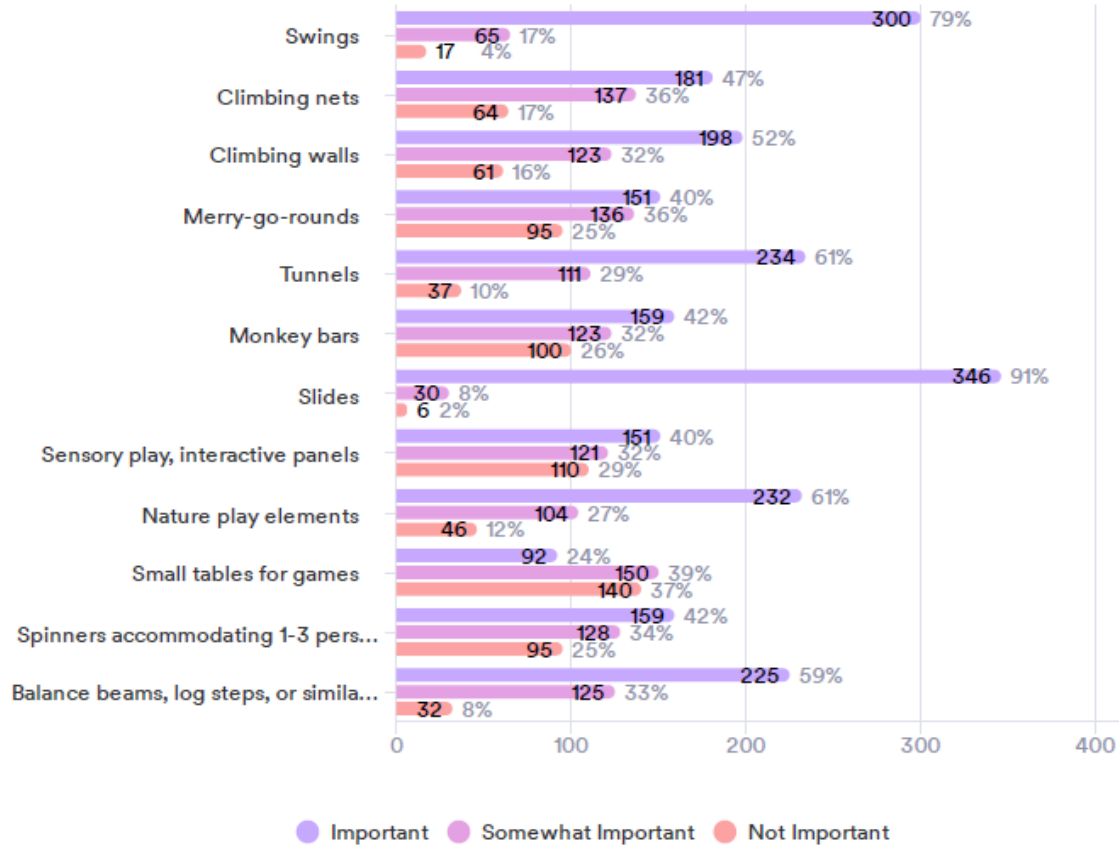
A handwritten signature in black ink that reads "Tim Street". The signature is fluid and cursive, with the first and last names clearly legible.

Tim Street, Interim Director

2023-January

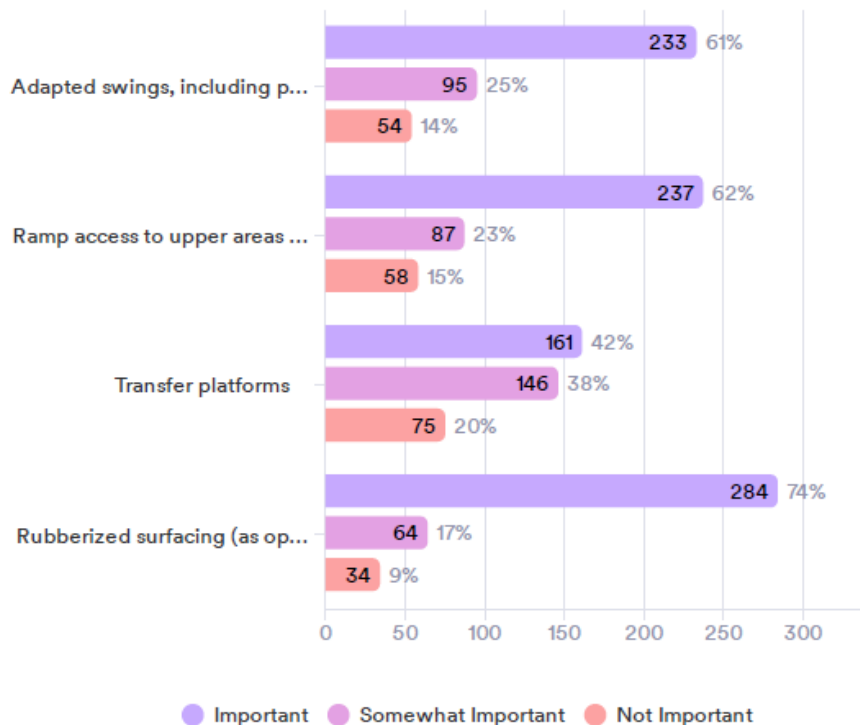
Please rate the importance of having the following play equipment available to your child:

382 Responses



Please rate the importance of the following accessible play features:

382 Responses



Survey results from a couple of questions



STAFF REPORT

Agenda Item: C-3
Date: 12/6/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Tim Street, Interim Director
DATE: December 12, 2023
SUBJECT: CONTRACT WITH WHOLE SUN DESIGNS FOR SOLAR PANEL
INSTALLATION

Recommendation

Staff recommends review/approval of a contract with Whole Sun Designs for the installation of solar panels and related connectivity equipment at the Switchyard Maintenance Building and Cascades Golf Course Clubhouse.

Amount: \$60,000
Funding source: 153-04-040000-53960

Background

Earlier this fall, a request for proposals was issued for the installation of solar panels on two Parks facilities: the Switchyard Maintenance Building and the Cascades Golf Course Clubhouse. This project was funded with a budget of \$60,000 from the Economic and Sustainability Department's climate change and sustainability funds. Two local companies were responsive to the RFP and the proposal that provided the greater amount of energy generation was selected. Panels will be installed during the first half of 2024.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is written in a cursive, flowing style.

Tim Street, Interim Director

**AGREEMENT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
WHOLE SUN DESIGNS
FOR
2024 PARKS SOLAR INSTALLATION**

This Agreement, entered into on this ____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Whole Sun Designs (“Contractor”),

WITNESSETH:

WHEREAS, the Department wishes to install solar panels on two facilities in 2024; and

WHEREAS, the Department requires the services of a professional Contractor in order to provide this installation as outlined in the Scope of Work (the “Services” as further defined below); and

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

WHEREAS, Contractor 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

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor 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. Contractor shall complete the Services required under this Agreement on or before June 30, 2024, 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 Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Tim Street as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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

Contractor 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 Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed sixty thousand dollars (\$60,000). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Tim Street
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

Contractor 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

The term of this Agreement shall be one year, commencing on the effective date. This Agreement may be renewed for three additional one year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term.

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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Baker Stone Work of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor 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 Contractor 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 Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor 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 documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification

Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. Insurance

During the performance of any and all Services under this Agreement, Contractor 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 \$1,000,000 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.

Contractor 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 Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor 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

Contractor 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. Contractor 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 Contractor 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 Contractor.

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

Contractor 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. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

In performing the Services under this Agreement, Contractor 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, Contractor 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

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 Exhibit 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor 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 Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract 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 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:

Contractor:

City of Bloomington		Whole Sun Designs
Attn: Tim Street		Attn: Alex Jorck
401 N. Morton, Suite 250		PO Box 1896
Bloomington, Indiana 47402		Bloomington, IN 47402

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

Article 25. Intent to be Bound

The Department and Contractor 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 Contractor. 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

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

Article 28. Living Wage

Contractor is considered a “covered employer” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

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

CITY OF BLOOMINGTON

WHOLE SUN DESIGNS

Beth Cate, Corporation Counsel

Signature

Tim Street, Interim Director
Parks and Recreation Department

Name, Title

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the Scope of Work as proposed by the contractor in their responsive submission to the City’s request for proposals for this project, including:



References

James Olsen
Director of Development
New Hope for Families
P.O. Box 154
Bloomington, IN 47402
(812) 334-9840 extension 105
development@nhfsinc.org

Jeff Mease
Owner
One World Enterprises
P.O. Box 6955
Bloomington, IN 47407
jeff@bloomington.com
812-339-2256

Solar Proposal

For both locations considered in this proposal, Whole Sun Designs agrees to install the systems between March 1, 2024 and June 30, 2024 depending on equipment availability. Our preference is the earlier part of this window if possible. The installations will utilize a traditional flashing system for The Cascade Golf Course Clubhouse and S-5! Protea Brackets for the Switchyard Park Maintenance Building. Both sites will use a railed racking system, string inverters, and panel level rapid shutdown devices. Structural analyses, as required by the Monroe County Building Department, will be acquired by Whole Sun Designs prior to installations. Solar systems will include online monitoring for monitoring solar production and issues.

Designs for approximate panel placement, pricing, estimated savings, and energy production v. consumption can be found in Appendix A. Data sheets for major equipment selections can be found in Appendix B.

The Cascades Golf Course Clubhouse Proposal

Whole Sun Designs proposes to install a 28.35kW solar system on the Cascades Golf Course Clubhouse. This system will be comprised of:

- 90 (ninety) Boviet BVM6612P-315 315W solar modules (provided by the City of Bloomington)



- 3 (three) Growatt 9.0kW solar inverters
 - 45 (forty-five) APsmart RSD-D-20-PLC Rapid Shutdown devices
 - SnapNrack Umbrella flashing and Ultra Rail (UR40) racking systems
 - all necessary balance of system components to complete a turnkey installation.
- MIN 9000TL-XH-US (240V)

This system's estimated annual production is 32,445 kWh in the first year, or 70% of the building's annual consumption.

The Switchyard Park Maintenance Building Proposal

Whole Sun Designs proposes to install a 20.48kW solar system on the Switchyard Park Maintenance Building. This system will be comprised of:

- 65 (sixty-five) Boviet BVM6612P-315 315W solar modules (provided by the City of Bloomington)
- 1 (one) SMA Sunny Tripower X 20-US (480V) solar inverter
- 23 (twenty-three) APsmart RSD-D-20-PLC Rapid Shutdown devices
- S-5! Protea Bracket metal roof clamps and Ultra Rail (UR40) racking system
- all necessary balance of system components to complete a turnkey installation.

This system's estimated annual production is 26,018 kWh in the first year, or 80% of the building's annual consumption.

Warranty

Whole Sun Designs has a standard 10 year workmanship warranty on our installations. Our warranty document is attached in Appendix C. Additional equipment warranties are as follows:

- Solar Panels: Warranty is not serviced by Whole Sun Designs
- Inverters: Standard warranty of 10 years; Whole Sun Designs will acquire an additional 10 year warranty for 20 years total
- APsmart Rapid Shutdown devices: 25 years
- Racking and roof attachment equipment: 25 years.

Cost

The Cascades Golf Course Clubhouse system will cost \$32,220. The Switchyard Park Maintenance Building will cost \$27,780. These prices are for the installation of turnkey solar electric systems including all permitting, licensing, interconnection fees with Duke Energy, and materials (except for the solar modules, which are to be provided for by the City of Bloomington).



Combined the total cost
solar systems is: \$60,000.00.

of the installation of the two

Whole Sun Designs does reserve the right to reduce the scope of work or bill additional, unseen and unusual costs if necessary. Whole Sun Designs will only do so in extreme circumstances and with the mutual agreement of the City of Bloomington on the preferred resolution.

EXHIBIT B

“Project Schedule”

Services will be provided between January 1, 2024 and June 30, 2024.

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 _____, 20____.

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 _____, 20____.

Contractor

By: _____
Signature

Printed Name

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 My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT E
AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the _____ (title) of _____ (company).
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: _____
_____.
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: _____.
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

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 _____
_____, 2023.

My Commission Expires:_____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: C-4
Date: 12/6/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Tim Street, Interim Director
DATE: December 12, 2023
SUBJECT: ADDENDUM WITH REA FOR GATEWAY PROJECT DESIGN

Recommendation

Staff recommends review/approval of an addendum with Rundell Ernstberger Associates for modification of the gateway project design at Miller-Showers Park.

Amount: \$42,300

Funding source: Bicentennial Bond Series C: 980-18-18018C – 54510

Background

In response to public feedback on the bicentennial gateway project design at Miller-Showers Park, the project was paused earlier this fall so an alternative design could be considered. This addendum with REA would allow for an alternative design from earlier in the gateway design process to be advanced from a schematic design to construction documents. This design was released to the public via a news release on November 30 with a feedback period open through December 15.

This addendum will allow REA to modify the site plans so that the contracted vendor, Reed and Sons, can prepare a change order and complete the rest of the site improvements this spring. Feedback gathered during this two-week period will be reviewed with the Board of Park Commissioners, as well as the current and new administration before any final decision on design is made. The updated gateway element would be quoted separately from the rest of the project. The overall project budget remains the same as it was when originally appropriated -- \$1.25 million.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Tim Street". The signature is fluid and cursive, with the first and last names clearly legible.

Tim Street, Interim Director

2023-January

**ADDENDUM TO AGREEMENT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
RUNDELL ERNSTBERGER ASSOCIATES, INC.**

(Entered in this ____ day of _____, 2023)

WHEREAS, in May 2022 the City of Bloomington Department of Parks and Recreation (the “Department”) and Rundell Ernsterberger Associates, Inc. (“Contractor”) entered into an Agreement for design services related to the Bicentennial Gateway project, attached here as Exhibit B; and

WHEREAS, the 2022 Agreement states that additional Services or changes in Services not provided for in the 2022 Agreement must be authorized in writing by the Department prior to such work being performed or expenses incurred;

WHEREAS, the 2022 Agreement was set to expire on October 13, 2023, unless the parties agreed to extend the agreement;

WHEREAS, in October of 2023, the Parties agreed to extend the 2022 Agreement and to include additional services identified by the Department that the Contractor can provide.

NOW, THEREFORE, the Department and the Contractor mutually agree to the following:

Article 1. Scope of Services: To amend the 2022 Agreement to reflect that the Contractor will complete the Scope of Services listed in the attached Exhibit A.

Article 4. Compensation: To amend the 2022 Agreement to reflect the additional charge of forty-two thousand three hundred dollars (\$42,300), for a total amount not to exceed one hundred and seventy-six thousand two hundred and twenty-five dollars (\$176,225).

Article 6. Schedule: To amend the 2022 Agreement to reflect an extension in the timeline for Contractor to complete the Scope of Services provided in Exhibit A through December 31, 2024.

Any provisions of the 2022 Agreement not modified by this Addendum remain in full force and effect. The parties mutually agree that this addendum, any other properly-executed addendums and the original contract represent the entirety of their agreement.

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

CITY OF BLOOMINGTON

RUNDELL ERNSTBERGER ASSOCIATES, INC.

Tim Street, Interim Director
Parks and Recreation Department

Signature

Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title

Beth Cate, Corporation Counsel

EXHIBIT B

ADDITIONAL SCOPE OF WORK

Task 1: Design Development

1. **Scope:** Advance the previous gateway design (limestone wall with lettering) up to a DD-level of completion (foundation, stone layout/finishes, lettering materials, lighting, etc.) to include plans, elevations, sections, preliminary details. Includes coordination with stone and sign fabricators, subconsultants (electrical and structural engineer), two (2) design review meetings, one (1) public presentation.
2. **Est. Schedule:** 3-4 weeks
3. **Est. Fee:** \$13,900 (based on estimated 80-90 hours)

Task 2: Revisions to CD's/Technical Specs

1. **Scope:** Prepare updated/modified CD set that locates the gateway wall and updates the demo, layout, grading, electrical, and planting plans, details (gateway, structural, electrical), schedules, and cover sheet. Update technical specifications. Two (2) design review meetings.
2. **Est. Schedule:** 4-5 weeks
3. **Est. Fee:** \$18,200 (based on estimated 115-125 hours)

Task 3: Construction Administration

1. **Scope:** Review/approval of shop drawings for gateway stone and sign
2. **Est. Schedule:** (concurrent with construction phase)
3. **Est. Fee:** \$5,400 (based on estimated 35-40 hours)

Task 4: Bidding Services (Optional)

1. **Scope:** Prepare an additional bid package to include drawings, specifications, front end documents, etc. and submit to City for bidding. Attend pre-bid meeting, issue responses to bidders' questions during bidding, review bids and provide recommendation to City.
2. **Est. Schedule:** 4-6 weeks
3. **Est. Fee:** \$4,800 (based on estimated 30-35 hours)

Total Est. Schedule to prepare revisions: 7-9 weeks

Total Est. Fees: \$42,300



STAFF REPORT

Agenda Item: C-5
Date: 12/6/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Julie Ramey, Community Relations Manager
DATE: December 12, 2023
SUBJECT: APPROVAL OF CONTRACT WITH UNIVERSAL SIGN, INC. FOR TRAIL BRANDING PROJECT

Recommendation

Staff recommends review/approval of a contract with Universal Sign, Inc. for Phase III of the branding, fabrication, and installation of trail signs throughout the Parks trail system.

Funding for this project is not to exceed \$22,235
Source: 200-18-184000-539990

Background

In spring of 2020, the Bloomington Parks and Recreation Department hired RLR Associates, Inc. to develop trail system branding and signage design standards and guidelines that would promote consistency and user recognition within the City Parks trail system. This was Phase I of the Trail Branding Project.

In November 2022, Parks and Recreation signed a contract with Universal Sign, Inc. for \$23,191 for Phase II of the Trail Branding Project, which was completed in 2023.

The Department in October 2023 released an RFQ for Phase III of the fabrication and installation of new trail signage based on the Trail System Branding and Signage Design Manual developed by RLR. The Department received two submittals for this project. Universal Sign, Inc. was the lower of the two at \$22,235.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Julie Ramey". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Julie Ramey, Community Relations Manager

2023-January

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
UNIVERSAL SIGN INC.
FOR
TRAIL BRANDING PHASE III PROJECT**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Universal Sign, Inc. ("Contractor").

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, "Scope of Work", attached hereto and incorporated into this Agreement. Contractor 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. Contractor shall complete the Services required under this Agreement on or before June 30, 2024 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Julie Ramey, as the Department's Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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

Contractor 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 Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed twenty-two thousand two hundred and thirty-five dollars (\$22,235.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Julie Ramey
City of Bloomington Parks and Recreation
401 N Morton St., Suite 250

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

Contractor 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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor 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, Contractor 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 Contractor 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 Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor 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 documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification

Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. Insurance

During the performance of any and all Services under this Agreement, Contractor 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 \$1,000,000 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.

Contractor 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 Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor 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

Contractor 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. Contractor 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 Contractor 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 Contractor.

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

Contractor 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. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights

Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

In performing the Services under this Agreement, Contractor 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, Contractor 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

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 Exhibit 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor 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 Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract 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 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:

Contractor:

City of Bloomington Parks and Recreation		Universal Sign Sysyems
Attn: Julie Ramey		Attn: Nate Zevenbergen
401 N Morton St., Suite 250		5001 Falcon View Ave SE
Bloomington, IN 47402		Kentwood, MI 49512

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

Article 25. Intent to be Bound

The Department and Contractor 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 Contractor. 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

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

The Parties have effectuated this Agreement by executing it on the day and year first written above.

CITY OF BLOOMINGTON

UNIVERSAL SIGN

Beth Cate, Corporation Counsel

Name, Title

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A**“Scope of Work”**

The Services shall include Scope of Work as issued in the Request for Quotes for this project, including the following as quoted by Universal Sign:

TRAIL	DESCRIPTION	COST
B-Line	Replacement of (3) single sided Kiosk Style Sign & (1) double-sided Kiosk Style sign	\$ 5,910.00
Cascades Park Trail	(2) Primary Trail ID Signs & (2) Rules & Small Map Panel signs & (5) Distance Marker & Emergency ID signs	\$ 3,950.00
Jackson Creek Trail	(1) Primary Trail ID Sign & (5) Distance Marker & Emergency ID signs	\$ 2,075.00
Clear Creek Trail	(8) Distance Marker & Emergency ID signs	\$ 2,600.00
Bloomington Rail Trail	(7) Distance Marker & Emergency ID signs	\$ 2,275.00
Creek's Edge Trail	(2) Distance Marker & Emergency ID signs	\$ 650.00
Southeast Trail	(1) Distance Marker & Emergency ID sign	\$ 325.00
	(13) Decals – owner will install	\$ 325.00
	Installation of all signs	\$ 4,125.00
	TOTAL:	\$ 22,235.00

EXHIBIT B

“Project Schedule”

All work shall be completed by June 30, 2024.

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 _____, 2023.

By: _____
 Signature

 Printed Name

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 _____, 2023.

 Notary Public's Signature My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-6 Date: 12/6/23

Administrator Review\Approval TS
--

TO: Board of Park Commissioners
FROM: Sarah Mullin, Community Events Specialist
DATE: December 12, 2023
SUBJECT: CONTRACT WITH SUNSET HILL FENCE CO FOR FENCE AT BUTLER PARK COMMUNITY GARDEN

Recommendation

Staff recommends approval of the contract with Sunset Hill Fence Co for \$26,650. This contract with Sunset Hill will enhance the Butler Park Community Garden, reduce maintenance work and reduce wildlife pressure in the garden.

Funding source: 176-18-G21005-54310 (ARPA funds)

Background

Butler Park Community Garden currently offers 56 gardening plots for rent to community members every year. Gardeners use the space to grow food, flowers, herbs and more. The parks department offers various amenities such as access to City water, shared tools, and fencing. The current fence is in need of constant maintenance. Installing a new fence will reduce maintenance work and related expenses and will improve gardeners' experience by reducing wildlife pressure inside the garden.

RESPECTFULLY SUBMITTED,

A handwritten signature in blue ink that reads "Sarah S. Mullin".

Sarah Mullin, Community Events Specialist



STAFF REPORT

Agenda Item: C-7
Date: 12/6/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Satoshi Kido Sports Division Director
DATE: December 12, 2023
SUBJECT: REVIEW/APPROVAL OF THE ELECTRIC PLUS INC. CONTRACT AGREEMENT FOR THE SWITCHYARD BASKETBALL COURT LIGHTING PROJECT.

Recommendation

Staff recommends approval of the Electric Plus contract agreement for the Basketball Lighting Project at Switchyard Park.

Amount: \$59,835

Funding source: 200-18-189006-54310.

Background

Earlier this year, reversion spending was approved to fund the installation of lights at the Switchyard Park Basketball Court – in part at the request of the public and certain City Council members. Electric Plus provided the lowest responsive quote for this work and will provide the materials and complete the installation electric work in 2024. Lights will be limited to park hours.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "S. Kido", is written over a horizontal line.

Satoshi Kido, Sports Division Director

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ELECTRIC PLUS, INC.
FOR
LED BASKETBALL LIGHTING AT SWITCHYARD PARK**

This Agreement, entered into on this _____ day of _____ 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Electric Plus, Inc. (“Contractor”).

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor 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. Contractor shall complete the Services required under this Agreement on or before April 1, 2024 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 Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Satoshi Kido, Sports Division Director, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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

Contractor 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 Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed Fifty-Nine Thousand Eight Hundred Thirty Five Dollars (\$59,835.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Satoshi Kido
City of Bloomington Parks and Recreation
401 N Morton St. Ste. 250

PO Box 848
Bloomington, IN 47402

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

Contractor 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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor 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, Contractor 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 Contractor 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 Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor 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 documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification

Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. Insurance

During the performance of any and all Services under this Agreement, Contractor 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 \$1,000,000 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.

Contractor 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 Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor 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

Contractor 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. Contractor 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.

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Neither the Department nor the Contractor 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.

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

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

Contractor 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. Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

In performing the Services under this Agreement, Contractor 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, Contractor 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.

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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 Exhibit 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor 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 Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract 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 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:**Contractor:**

City of Bloomington Parks and Recreation	Electric Plus, Inc.
Attn: Satoshi Kido	Attn: Greg Anderson
401 N Morton St. Ste. 250, PO box 250	1030 W. 17 th St, Ste. B
Bloomington, IN 47402	Bloomington, IN 47404

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

Article 25. Intent to be Bound

The Department and Contractor 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 Contractor. 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

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

The Parties have effectuated this Agreement by executing it on the day and year first written above.

CITY OF BLOOMINGTON**Electric Plus, Inc.**

DocuSigned by:

Beth Cate

Beth Cate, Corporation Counsel

Greg Anderson, Electric Plus, Inc.

Tim Street, Interim Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Guaranteed Lighting Performance

- Guaranteed light levels of 20fc and uniformity of 3.5:1 for (1) basketball court (94' x 50')

System Description

- Factory aimed and assembled luminaries
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies

Control Systems and Services

- Lighting contactor cabinet to provide onsite on/off control

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractor

EXHIBIT B

“Project Schedule”

Project is scheduled to begin on or after February 1, 2024, with a completion by April 1, 2024. A detailed project schedule will be available after approved contract by the Board of Park Commissioners.

EXHIBIT C
E-VERIFY AFFIDAVIT

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 _____, 2023.

By: _____
 Signature

 Printed Name

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 _____, 2023.

 Notary Public's Signature My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____



STAFF REPORT

Agenda Item: C-8
Date: 12/6/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: December 12, 2023
SUBJECT: REVIEW/APPROVAL OF JACK LAURIE GROUP CONTRACT FOR
HARDWOOD COURT RECOAT AT THE TWIN LAKES RECREATION
CENTER

Recommendation

Staff recommends approval of the contract from Jack Laurie Group for the screen and recoat of the hardwood courts at the Twin Lakes Recreation Center. Total amount of contract is not to exceed: \$19,400.00. Funding sources to pay for these services will be 201-18-185000-54310 NR (TLRC).

Background

The hardwood courts at the Twin Lakes Recreation Center were last fully resurfaced in September 2016. Due the high level of play, the courts are in need of a screen and recoat of the polyurethane gym floor finish. Industry standard suggests a full resurface every five (5) to ten (10) years, depending on the level of play. Refinishing, or recoat, is suggested annually. This can be a full recoat, or a partial recoat to high play areas depending on the condition of the courts. Four (4) hardwood floor service providers were contacted and Jack Laurie group provided the lowest quote.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink that reads "Daren Eads". The signature is written in a cursive, flowing style.

Daren Eads, Sports Facility Coordinator

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
JACK LAURIE GROUP
FOR
HARDWOOD COURT RECOAT AT
THE TWIN LAKES RECREATION CENTER**

This Agreement, entered into on this _____ day of _____, 2023, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and Jack Laurie Group (“Contractor”).

Article 1. Scope of Services

Contractor shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement. Contractor 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. Contractor shall complete the Services required under this Agreement on or before **April 21, 2024** 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 Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Daren Eads, as the Department’s Project Manager. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor 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

Contractor 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 Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor 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 Contractor 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 Contractor for all fees and expenses in an amount not to exceed Nineteen Thousand Four Hundred Dollars (\$19,400.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to:

Daren Eads, Facility Coordinator

City of Bloomington Parks and Recreation
PO Box 848
Bloomington, Indiana 47402

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

Contractor 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 Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor 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 Contractor'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 Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 10 herein.

The Parties understand and agree that due to the ongoing COVID-19 pandemic, there may be limitations and restrictions enacted that will affect the ability of the Parties to perform as required under this Agreement. The Parties agree that, in the event a limitation or restriction is enacted which prevents performance of the terms of the Agreement, Parks may terminate the Agreement in its sole discretion if it determines that there is no reasonable alternative means of performance under the Agreement. Parks shall notify Contractor of any such termination and the reasons therefor in writing.

Article 8. Identity of the Contractor

Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor 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 Contractor's personnel or proposed outside professional sub-Contractors, 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 Contractor shall represent the best judgment of Contractor based upon the information currently available and upon Contractor's background and experience with respect to projects of this nature. It is recognized, however, that neither Contractor 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, Contractor 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 Contractor 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 Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify, defend, and hold harmless the Contractor 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 documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor 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 Contractor.

Article 12. Independent Contractor Status

During the entire term of this Agreement, Contractor 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. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 13. Indemnification

Contractor 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 Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims"). If Contractor is a design professional, architect, landscape architect, surveyor, engineer, geologist, or geotechnical / environmental consultant contracting to provide professional services, then Contractor shall not have the duty to defend against a professional liability claim or indemnify against liability other than liability for damages and losses arising out of third-party claims to the extent the damages and losses are caused by Contractor's willful misconduct or negligence.

Article 14. Insurance

During the performance of any and all Services under this Agreement, Contractor 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 \$1,000,000 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.

Contractor 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 Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor 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

Contractor 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. Contractor 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 Contractor 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 Contractor.

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

Contractor 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.

Contractor understands that the City of Bloomington prohibits its employees from engaging in harassing or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Contractor believes that a City employee engaged in such conduct towards Contractor and/or any of its employees, Contractor or its employees may file a complaint with the City department head in charge of the Contractor's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

Article 22. Compliance with Laws

In performing the Services under this Agreement, Contractor 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, Contractor 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

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 Exhibit 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 subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Contractor or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Contractor or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or subcontractor did not knowingly employ an unauthorized alien. If the Contractor 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 Contractor. If the City terminates the contract, the Contractor or subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this contract 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 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:

Contractor:

City of Bloomington Parks and Recreation	Jack Laurie Group
Attn: Daren Eads	Attn: Jon McClain
PO Box 848	7998 Georgetown Road, Suite 1000
Bloomington, Indiana 47402	Indianapolis, Indiana 46268

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

Article 25. Intent to be Bound

The Department and Contractor 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 Contractor. 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

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, 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. Contractor shall sign an affidavit, attached hereto as Exhibit D, affirming that Contractor has not engaged in any collusive conduct. Exhibit D is attached hereto and incorporated by reference as though fully set forth.

Article 28. Living Wage Ordinance

Contractor is considered a “covered employer” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” and is required to pay their covered employees at least a living wage. Currently, the living wage is \$15.75 per hour for covered employees, and up to 15% of that amount, or \$2.36, may be in the form the covered employer’s contribution to health insurance available to the covered employee.

Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit E; shall abide by the LWO by paying their employees a living wage; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

The Parties have effectuated this Agreement by executing it on the day and year first written above.

CITY OF BLOOMINGTON

JACK LAURIE GROUP

Beth Cate, Corporation Counsel

Jon McClain, Business Development Manager

Tim Street, Interim Administrator
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Jack Laurie Group Service includes:

- a. Screen entire hardwood floor (36,752 sq. ft.) with diamond pads
- b. Clean and prep floor in preparation for gym floor finish
- c. Apply two (2) coats of Bona Water Based Gym Floor Finish
- d. Provide site cleanup of gym floor area

EXHIBIT B

“Project Schedule”

Project is scheduled to begin on or after April 13, 2024, with a completion by 11:59 pm on April 21, 2024. A detailed project schedule will be available after approved contract by the Board of Park Commissioners.

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 _____, 20____.

By: _____
 Signature

 Printed Name

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 My Commission Expires: _____

 Printed Name of Notary Public County of Residence: _____

EXHIBIT “E”

AFFIDAVIT THE LIVING WAGE ORDINANCE

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

1. The undersigned is the [Click here to enter text.](#) of [Click here to enter text.](#)
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of their knowledge and belief, the company named herein is subject to Bloomington City Ordinance 2.28, otherwise known as the “Living Wage Ordinance.”
4. The projected employment needs under the award include the following: [Click here to enter text.](#)
5. The projected net increase or decrease in jobs for covered employees by job title that will result from awarding the assistance: [Click here to enter text.](#)
6. The undersigned hereby affirms that the smallest hourly wage to be earned by each of their covered employees shall be at least the living wage.

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.

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
_____, 2022.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number



STAFF REPORT

Agenda Item: D-1
Date: 12/6/23

Administrator
Review\Approval
TS

TO: Board of Park Commissioners
FROM: Satoshi Kido, Sports Services Director
DATE: December 12, 2023
SUBJECT: Bloomington Pickleball Club Annual Report

Recommendation

This report is for information only.

Background

The presentation includes several aspects of the Bloomington Pickleball Club (BPC) activities in the 2023 season, including the number of events, participation, and financial contribution to the Sports Division. Daniel Sessions, the President of the BPC will present the information.

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "S. Kido", is written below the "RESPECTFULLY SUBMITTED," text.

Satoshi Kido, Sports Services Director