



AGENDA

City of Bloomington Board of Park Commissioners
 Regular Meeting: Tuesday, February, 27 2023 4:00 – 5:30 p.m.
 Council Chambers, 401 N Morton St, Bloomington, IN

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR

A-1	Approval of Minutes of January 23, 2024	
A-2	Approval of Claims Submitted January 23, 2024 through February 23, 2024	
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	Approval of Service Agreement with Mother Nature Landscaping	Haskell Smith
A-8	Approval of Contract with Oscar Roofing for gutter repairs at Switchyard Park	Mark Marotz
A-9	Approval of Service Agreement with KCI for Crestmont Park Invasive Management	Joanna Sparks
A-10	Approval of Addendum with Jack Laurie Group for TLRC Court Resurfacing	Daren Eads
A-11	Approval of Performance and Entertainment Agreement Template	Crystal Ritter
A-12	Approval of Farmer’s Market Food & Beverage and Food Truck Agreement Template	Clarence Boone
A-13	Approval of Partnership Agreement with Bloomington Junior League Baseball	Scott Pedersen
A-14	Approval of Partnership Agreement with Monroe County Senior League Baseball	Scott Pedersen
A-15	Approval of Concession Partnership Agreement for Winslow Sports Park	Scott Pedersen
A-16	Approval of Partnership Agreement with Otto’s Parking Marking	Steve Cotter
A-17	Approval of Partnership Agreement with Bloomington Symphony Orchestra	Crystal Ritter
A-18	Approval of Indemnification Agreement for Eclipse Event Parking	Emily Buuck
A-19	Approval of Revised Partnership Agreement with MC-IRIS	Joanna Sparks

B. PUBLIC HEARINGS/APPEARANCES

B-1	Bravo Award – Dave and Sherrie Everton	Emily Buuck
B-2	Parks Partner Award	(none)
B-3	Staff Introductions – Caleb Poer	Caleb Poer
B-3	Staff Introductions – Chloe Meredith	Chloe Meredith
B-3	Staff Introductions – Claudia Westhafer	Claudia Westhafer
B-3	Staff Introduction – Payton Poulston	Payton Poulston

C. OTHER BUSINESS

C-1	Approval of Contract with Green Dragon for 2024 primary site mowing	Joanna Sparks
C-2	Approval of Contract with 4 U Lawn and Landscaping for 2024 alternate site mowing	Joanna Sparks
C-3	Approval of Contract with Eco Logic for Rogers Family Park Prairie Management	Joanna Sparks
C-4	Approval of Contract with Centerstone for 2024 Services	Hsiung Marler
C-5	Approval of Service Agreement with The Stables Events for portable toilet servicing	Mark Marotz
C-6	Approval of Service Agreement with Bluestone Tree for hazard tree removals	Haskell Smith
C-7	Approval of Service Agreement with JR Ellington for hazard tree removals	Haskell Smith
C-8	Approval of Appointment to Tree Commission – George Hegeman	Haskell Smith
C-9	Approval of Partnership Agreement with CanopyBloomington for 2024 Tree Tenders	Haskell Smith
C-10	Approval of Partnership Agreement with Paso a Paso for Jaripeo Event	Rebecca Swift
C-11	Approval of Partnership Agreement with Lake Monroe Sailing Association	Amy Shrake
C-12	Approval of Concession Partnership Agreement for Twin Lakes Sports Park	Scott Pedersen
C-13	Approval of Partnership Agreement with Area 10 on Aging	Becky Higgins
C-14	Approval of Pool Fee Waiver Application Process for 2024	Kim Clapp
C-15	Approval of B-Line Closure for Showers Plaza Repair	Tim Street
C-16	Approval of Purchase Agreement with Midwest Golf & Turf	Tim Street
C-17	Approval of Partnership Agreement with Bloomington Football Club	Scott Pedersen

D. REPORTS

None

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 virtually at the following link:

<https://bloomington.zoom.us/j/82864005167?pwd=qDLrzbDD7BiWIrTpDUvtwaPf2nCRN7.1>

Meeting ID: 828 6400 5167

Passcode: 356941



A-1 February 27, 2024

Minutes

City of Bloomington Board of Park Commissioners

Regular Meeting: Tuesday, January 23, 2023 4:00 – 5:30 p.m.

Council Chambers, 401 N Morton St, Bloomington, IN

CALL TO ORDER - ROLL CALL

The meeting was called to order by Kathleen Mills at 4:03 pm

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

A. CONSENT CALENDAR

A-1	Approval of Minutes of December 12, 2023
A-2	Approval of Claims Submitted December 12, 2023 through January 22, 2024
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	Approval of five Recreation Division 2024 Templates and Permits
A-8	Approval of Farmer’s Market Contract, Handbook and Exhibits 2024
A-9	Approval of Service Agreement with King Snake Sound
A-10	Approval of Template agreement for A Fair of the Arts 2024
A-11	Approval of Concessions Agreement Template for 2024
A-12	Approval of Service Agreement with Cassady Electric
A-13	Approval of Service Agreement with Production House
A-14	Approval of Service Agreement with Winslow Ranch Marketing
A-15	Approval of Service Agreement with Big Bounce Fun House Rentals
A-16	Approval of Service Agreement with Skip Daley
A-17	Approval of Service Agreement with Izzy’s Rentals

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

B. PUBLIC HEARINGS/APPEARANCES

B-1	Bravo Award - none
B-2	Parks Partner Award - none
B-3	<p>Staff Introductions - Shawn Kluesner had accepted the position of Master Maintenance Equipment Operator at Cascades Golf Course. Shawn had previously worked at IU Athletics for 4 years, with a background in maintaining sports fields. Shawn had gained experience with golf course maintenance at Indiana University Pfau Golf Course.</p> <p>Greg Goecker had recently moved into a full-time role with Parks and Recreation as the Laborer at Winslow Sports Park, with additional responsibilities at Olcott Park. Greg’s twenty year professional career had been focused in the golf course management industry, culminating in the role of Superintendent at a private club in Michigan.</p>

C. OTHER BUSINESS

C-1	<p>Election of 2024 Officers – Kathleen Mills commented: roles would remain the same as they were in 2023. Ellen Rodkey made a motion to elect officers for 2024 in the following positions: Kathleen Mills as President, Ellen Rodkey as Vice President, Jim Whitlatch as liaison to Bloomington Parks Foundation, and Ellen Rodkey as liaison to Planning Commission. Jim Whitlatch seconded motion. Vote taken: motion unanimously carried 4-0.</p> <p>Ellen Rodkey made a motion to elect Kim Clapp as Secretary. Kathleen Mills seconded. Vote taken: motion unanimously carried 4-0.</p>
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C-2	<p>Review/Approval of Resolution 24-01 to appoint the Parks and Recreation Director –Ellen Rodkey made a motion to adopt Resolution 24-01 to confirm the appoint Tim Street as the Director of Bloomington Parks and Recreation Department. Jim Whitlatch seconded the motion. Vote taken: motion unanimously carried 4-0</p>
C-3	<p>Review/Approval of Resolution 24-02 appropriate the 2024 Non-Reverting Budget – Tim Street presented Resolution 24-02. Expenditure amounts for each fund were based on review of 2022 actual expenses, 2023 budgeted expenses and zero base estimates of the 2024 program activity expenses. The 2024 Non-Reverting Budget had been presented to the Board of Park Commissioners at the October 2023 Park Board meeting. Staff recommended the Board of Park Commissioners appropriate the Parks Non-Reverting Operating Fund.</p> <p>Ellen Rodkey made a motion to approve Resolution 24-02 for the appropriation of the 2024 Non-Reverting Operation Fund. Kathleen Mills seconded. Vote taken: motion unanimously carried 4-0</p>
C-4	<p>Review/Approval of Appointments to the Environmental Resource Advisory Council (ERAC) - Rebecca Swift presented appointment recommendations. ERAC was made up of nine members and one ex-officio member. Five positions on the ERAC were up for reappointment. Five applications were received, staff recommended reappointing Denise Gardiner, Jeff Ehman, Bill Jones, Marne Potter, and Angie Shelton to the ERAC. Dave Rollo had been appointed as the Council liaison.</p> <p><i>Ellen Rodkey</i> made a motion to approve the appointments to the Environmental Resource Advisory Council. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0.</p>
C-5	<p>Review/Approval of Contract with Sunset Hill Fence Co. for Butler Gardens – Sarah Mullin presented the contract. To enhance the garden, reduce maintenance work, and wildlife pressure, staff wished to have a new fence installed at Butler Park Community Garden. Contractor would remove existing fence, install 600 ft. of 7 ft. chain link fence, a walk gate, a drive gate, galvanized tension wire on top, set all post in concrete and trench and bury 6-8 inches of fence. Staff recommended approval of the contract with Sunset Hill Fence, in an amount not to exceed \$30,000. Funding for the project would be from 176-18-G21005-54310 for \$26,650 and from Garden Non-Reverting fund for \$3,350.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with Sunset hill Fence Co. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0.</p>
C-6	<p>Review/Approval of Contract Renewal with Green Dragon for Switchyard Park Mowing – Hsiung Marler presented the renewal agreement. In order to continue to provide well maintained parks and facilities for the community to enjoy, staff wished to renew the original 2022 contract with Green Dragon Lawncare for mowing services at Switchyard Park. Staff recommended approval of the contract renewal with Green Dragon Lawncare in an amount not to exceed \$27,720. Cost of services remained the same as in 2022. Funding for services would be from Switchyard Park General Fund.</p> <p>Board Comments: <i>Jim Whitlatch inquired:</i> if the contract was for SYP only, and if staff mowed any areas. <i>Hsiung Marler responded:</i> the contract was only for SYP. There were some small areas in SYP mowed by staff. <i>Tim Street commented:</i> at a later date, two additional mowing contracts would be presented to the Board for other park locations. There were some areas that were mowed by park staff. <i>Kathleen Mills commented:</i> contracted mowing was more economical for the department. <i>Hsiung Marler commented:</i> Due to cost of equipment and staff time, there were substantial savings when contracted mowing was used.</p> <p><i>Ellen Rodkey</i> made a motion to approve the renewal of contract with Green Dragon. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0.</p>
C-7	<p>Review/Approval of Contract with Zec Eight for Farmer’s Market Master Plan – Leslie Brinson presented the contract. To assist in determining best practices, economic impact of the Bloomington Farmers’ Market, staff wished to have a Master Plan created. Contractor would be responsible for Project Initiation and Management, Data Collection, Review and Research, Stakeholder Engagement, and Final Evaluation Deliverable. Staff recommended approval of the contract in an amount not to exceed \$20,000. Funding for project would be from Farmers’ Market General Fund.</p> <p>Board Comments: <i>Kathleen Mills commented:</i> the benchmarking would be interesting information. <i>Leslie Brinson responded:</i> to have someone experienced, who had access to the data, and the ability to put it in a report would be beneficial to the Farmers’ Market. <i>Ellen Rodkey inquired:</i> if Farmers Market Advisory Council had been part of the selection process. <i>Leslie Brinson responded:</i> they had not been part of the selection process, but many conversations had been held with the FMAC regarding the process. A FMAC member would be on the internal committee with the consultant, and would be in all of those meetings. <i>Ellen Rodkey inquired:</i> on the time line of the results, and how they would align with 2025 Price Schedule. <i>Leslie Brinson responded:</i> staff had requested the final report be made available in September, in time to prepare for the 2025 Price</p>

	<p>Schedule and approval of 2025 forms.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with Zec Eight. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0.</p>
C-8	<p>Review/Approval of Contract with Eco Logic for Vegetation Management – Joanne Sparks, Urban Greenspace Manager presented contract. In order to continue to manage eco systems in parks, staff wished to have Eco Logic perform follow up vegetation management actives at Miller- Showers Park, Switchyard Park and Wapehani Mountain Bike Park. Staff recommended approval of contract with Eco Logic in and amount not to exceed \$53,011.05. Funding for project would be from Landscaping General Fund.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with Eco Logic. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0.</p>
C-9	<p>Review/Approval of Encroachment Agreement for 229 W 1st St. – Tim Street, Director present agreement. The former Sinclair Oil building was to be redeveloped into a restaurant. The property owners had requested to make two connections to the B-Line Trail along the western edge of the property, located at 229 W. 1st Street. The encroachment agreement dictated the property owners would maintain responsibility for the encroachments, and the city could dictate their removal if deemed necessary. Staff recommended approval of the encroachment agreement with BROWNFIELDS 4 LLC.</p> <p>Park Board Comments: <i>Ellen Rodkey commented:</i> the proposal had been presented to the Planning Commission, and everyone had been excited about the opportunity to redevelop that site.</p> <p><i>Ellen Rodkey</i> made a motion to approve the Consent Calendar. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0.</p>
C-10	<p>Review/Approval of MOU with City Bloomington Utilities (CBU) for Miller Showers Park dredging – Tim Street, Director presented the MOU. CBU and the Parks and Recreation Department wished to have accumulated siltation removed from the detention ponds at Miller Showers Park. The MOU outlined the responsibilities of both parties. Staff recommended approval of the MOU with CBU.</p> <p>Board Comments: <i>Jim Whitlatch inquired:</i> if the detention ponds had been dredged before, and how it would affect the aquatic plants. <i>Tim Street responded:</i> we believe it was the first time. If necessary Parks and CBU would work together if there were any plant issues caused by the dredging. There has been a lot of benefits to wildlife and the community from the development of the detention ponds.</p> <p><i>Ellen Rodkey</i> made a motion to approve the MOU with City Bloomington Utilities. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0.</p>
C-11	<p>Review/Approval of Contract with Bledsoe, Riggert, Cooper, and James, Inc. (BRCJ) for Building Trades Park Surveying – Tim Street, Director presented the contract. BPRD wished to plan accessibility repairs at Building Trades Park. The project required the services of a professional surveyor to update the site survey of the park to be used to guide final design decisions and construction documents. Staff recommended approval of the contract in an amount not to exceed \$4,500. Funding for the project would be from ARPA funds176-18-G21005-54510.</p> <p><i>Ellen Rodkey</i> made a motion to approve the contract with Bledsoe, Riggert, Cooper, and James. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0.</p>
C-12	<p>Review/Approval of Contract Addendum with REA for Bicentennial Gateway Design - Tim Street, Director presented addendum. In May of 2022, the City of Bloomington Parks and Recreation Department entered into an agreement with Rundell Ernstberger associates, Inc. for design services related to the Bicentennial Gateway project. In response to public feedback, the project had been paused in fall of 2023 so an alternative design could be considered. The addendum would allow REA to modify site plans so change orders could be prepared by contracted vendor. A public art component would be added to the site. Both parties agreed to the changes made to the original agreement. Additional cost to project would not exceed \$42,300. Funding for additional services would be from the Bicentennial Bond Series C-90-18-18018C-54510.</p> <p><i>Kathleen commented:</i> more than 200 comments had been received from the community on the project. It was an interesting proposal. <i>Ellen Rodkey inquired:</i> what the time line for the Bloomington Art Council (BAC) to begin requesting proposals. Tim responded: those details would be released by the BAC. Parks needed to start by working with REA make sure the design was modify to include the space for the art piece. To work with BAC to make sure we have the dimensions incorporated, so those could be included in BAC call for proposals.</p>

	<p>The Board received comments regarding the project.</p> <p><i>Ellen Rodkey</i> made a motion to approve the Addendum with REA. <i>Jim Whitlatch</i> seconded the motion. Vote taken: motion unanimously carried 4-0.</p>
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D. REPORTS

D-1	<p>Tree Commission 2023 Report</p> <p>Haskell Smith, Urban Forester and Neil Tong, Tree Commission Interim Chair presented the 2023 report.</p> <p>The Tree Commission was made up of seven members, one liaison from IU, and one liaison from the Environmental Commission.</p> <p>The tree commission met 12 times over the year. It had been a successful year, and they had accomplished many items. A revamp of the approved and prohibited species list of the unified development ordinance, a total reconstruction of the fifth addition of the Tree Care Manual. Provided consultation and guidance on several planning an engineering projects. Had assist with many outreach events, and a member had applied for an IDNR Community and Forestry Grant. They were still waiting for the results of the grant.</p>
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E. PUBLIC COMMENT

Kathleen Mills opened the floor for public comment. No comments were received.

Tim Street, Director the next meeting would be held the fourth Tuesday of February.

ADJOURNMENT

Meeting was adjourned at 4:55pm

Respectfully Submitted,



Kim Clapp,
Secretary Board of Park Commissioners



Board of Park Commissioners Claim Register

Invoice Date Range 01/20/24 - 02/02/24

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										
5099 - Office Three Sixty, INC	2786875	18-Office Supplies tape/scissors/tissues/post-it notes, storage	Paid by EFT # 57123		01/23/2024	01/23/2024	02/02/2024		02/02/2024	152.90
								Account 52110 - Office Supplies Totals	Invoice Transactions 1	<u>\$152.90</u>
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	41875	18-Non-Reverting and GF Deposit Receipts for Main Office	Paid by EFT # 57000		01/23/2024	01/23/2024	02/02/2024		02/02/2024	986.64
								Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$986.64</u>
								Program 181000 - Administration Totals	Invoice Transactions 2	<u>\$1,139.54</u>
Program 181100 - Marketing										
Account 53310 - Printing										
9031 - Indiana Park And Recreation Association	36351	18-LWCF signs #5	Paid by Check # 77919		01/23/2024	01/23/2024	02/02/2024		02/02/2024	150.00
3892 - Midwest Color Printing, INC	INV-20040	18-business cards Brinson #250	Paid by EFT # 57108		01/23/2024	01/23/2024	02/02/2024		02/02/2024	47.65
53125 - Mr. Copy, INC	36741	18-Trick or Treat Trail postcards #200	Paid by EFT # 57117		01/23/2024	01/23/2024	02/02/2024		02/02/2024	99.90
								Account 53310 - Printing Totals	Invoice Transactions 3	<u>\$297.55</u>
Account 53320 - Advertising										
7907 - I Saw A Film Today Oh Boy, INC (The Ryder)	1812PK 010824	18-half page ad in Dec/Jan issue The Ryder	Paid by EFT # 57072		01/23/2024	01/23/2024	02/02/2024		02/02/2024	575.00
								Account 53320 - Advertising Totals	Invoice Transactions 1	<u>\$575.00</u>
Account 53910 - Dues and Subscriptions										
7290 - Cynthia Hogan(Monster Digital Marketing)	INV-6107	18-Q1 2024 website hosting fee TLRC & Switchyard Park	Paid by EFT # 57068		01/23/2024	01/23/2024	02/02/2024		02/02/2024	330.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$330.00</u>
								Program 181100 - Marketing Totals	Invoice Transactions 5	<u>\$1,202.55</u>
Program 182001 - Aquatics - Bryan Pool										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50755166-011124	18-Natural Gas Bryan Park-12/05/23-01/05/24	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	48.77
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$48.77</u>
								Program 182001 - Aquatics - Bryan Pool Totals	Invoice Transactions 1	<u>\$48.77</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/20/24 - 02/02/24

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 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52408489-010924	18-Natural Gas Mills - 11/30/23-01/03/24	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	48.77
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$48.77</u>
							Program 182002 - Aquatics - Mills Pool Totals		Invoice Transactions 1	<u>\$48.77</u>
Program 182500 - Frank Southern Center										
Account 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3159678237	18-FSC Zamboni Propane 1-11-2024	Paid by EFT # 57005		01/23/2024	01/23/2024	02/02/2024		02/02/2024	255.71
2708 - AmeriGas Propane, LP	3156324169	18-FSC Zamboni Propane 10-21-23	Paid by EFT # 57005		01/23/2024	01/23/2024	02/02/2024		02/02/2024	279.15
							Account 52240 - Fuel and Oil Totals		Invoice Transactions 2	<u>\$534.86</u>
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	13LJ-R9L9-7MTR	18-FSC light bulbs for party room	Paid by EFT # 57004		01/23/2024	01/23/2024	02/02/2024		02/02/2024	169.90
8658 - Kleindorfer's Hardware LLC	770811	18-FSC Screws for threshold	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	8.00
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 2	<u>\$177.90</u>
Account 52420 - Other Supplies										
4263 - Price Chopper, INC	263870	18-FSC Public Skate Wristbands	Paid by EFT # 57134		01/23/2024	01/23/2024	02/02/2024		02/02/2024	822.76
5756 - SESAC, INC	10703630	18-FSC annual music fee - 2024	Paid by EFT # 57148		01/23/2024	01/23/2024	02/02/2024		02/02/2024	1,888.00
							Account 52420 - Other Supplies Totals		Invoice Transactions 2	<u>\$2,710.76</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50573228-011124	18-Natural Gas FSC- 12/05/23-01/05/24	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	1,271.23
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$1,271.23</u>
Account 53610 - Building Repairs										
539 - Price Electric, INC	38161	18-FSC LED bulbs for locker rooms and hallway	Paid by EFT # 57135		01/23/2024	01/23/2024	02/02/2024		02/02/2024	200.00
							Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$200.00</u>
Account 53650 - Other Repairs										
539 - Price Electric, INC	38161	18-FSC LED bulbs for locker rooms and hallway	Paid by EFT # 57135		01/23/2024	01/23/2024	02/02/2024		02/02/2024	1,750.00
							Account 53650 - Other Repairs Totals		Invoice Transactions 1	<u>\$1,750.00</u>



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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	3231306	18-FSC Entry Rug Cleaning 1-9-2024	Paid by EFT # 57131		01/23/2024	01/23/2024	02/02/2024		02/02/2024	77.21
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	<u>77.21</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003293121	18-Landfill FSC 02/01/24-02/29/24	Paid by EFT # 56993		01/24/2024	01/24/2024	01/24/2024		01/24/2024	233.50
								Account 53950 - Landfill Totals	Invoice Transactions 1	<u>233.50</u>
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 11	<u>\$6,955.46</u>
Program 183500 - Golf Services										
Account 52230 - Garage and Motor Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	181522	18 - Cascades Spray Dye, Golf Tire Wheel, Tank Cleaner	Paid by Check # 77924		01/23/2024	01/23/2024	02/02/2024		02/02/2024	180.94
476 - Southern Indiana Parts, INC (Napa Auto Parts)	554358	18 - Cascades Oil, Oil Filters, Gloves	Paid by EFT # 57152		01/23/2024	01/23/2024	02/02/2024		02/02/2024	217.84
								Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 2	<u>\$398.78</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54625513-010824	18-Natural Gas Cascades Golf Course - 11/30/23-01/03/24	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	81.04
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$81.04</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003292537	18- Landfill Cascades 02/01/24-02/2/24	Paid by EFT # 56993		01/24/2024	01/24/2024	01/24/2024		01/24/2024	347.75
								Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$347.75</u>
								Program 183500 - Golf Services Totals	Invoice Transactions 4	<u>\$827.57</u>
Program 184000 - Natural Resources										
Account 52420 - Other Supplies										
4574 - John Deere Financial f.s.b. (Rural King)	215131	18- Storage Shelves	Paid by Check # 77924		01/23/2024	01/23/2024	02/02/2024		02/02/2024	129.97
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$129.97</u>
Account 53910 - Dues and Subscriptions										
204 - State Of Indiana	2024 Permit	18- Aquatic Vegetation Control Permit for Griffy Lake - 2024	Paid by Check # 77935		01/23/2024	01/23/2024	02/02/2024		02/02/2024	20.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$20.00</u>
								Program 184000 - Natural Resources Totals	Invoice Transactions 2	<u>\$149.97</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 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 184500 - Youth Services -Juke Box										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	53530485-011124	18-Natural Gas AJB-12/05/23-01/05/24	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	185.41
							Account 53540 - Natural Gas Totals	Invoice Transactions 1		<u>\$185.41</u>
							Program 184500 - Youth Services -Juke Box Totals	Invoice Transactions 1		<u>\$185.41</u>
Program 184501 - Youth Services-Kid City Camps										
Account 53910 - Dues and Subscriptions										
4486 - American Camping Association, INC	2024 Accred Fee	18-Kid City Accreditation Fees 2024-Shrake	Paid by Check # 77909		01/23/2024	01/23/2024	02/02/2024		02/02/2024	1,102.00
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1		<u>\$1,102.00</u>
							Program 184501 - Youth Services-Kid City Camps Totals	Invoice Transactions 1		<u>\$1,102.00</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	769174	18 - Snow brush, fire extinguisher, first aid kit	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	191.92
5099 - Office Three Sixty, INC	2786875	18-Office Supplies tape/scissors/tissues/p ost-it notes, storage	Paid by EFT # 57123		01/23/2024	01/23/2024	02/02/2024		02/02/2024	80.20
							Account 52420 - Other Supplies Totals	Invoice Transactions 2		<u>\$272.12</u>
							Program 186500 - Community Events Totals	Invoice Transactions 2		<u>\$272.12</u>
Program 187001 - Adult Sports-Softball										
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003293132	18- Landfill TLSP 02/01/24-02/29/24	Paid by EFT # 56993		01/24/2024	01/24/2024	01/24/2024		01/24/2024	347.75
							Account 53950 - Landfill Totals	Invoice Transactions 1		<u>\$347.75</u>
							Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 1		<u>\$347.75</u>
Program 187500 - Banneker										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	7366	18- Banneker event supplies-1/10/24	Paid by Check # 77936		01/23/2024	01/23/2024	02/02/2024		02/02/2024	123.42
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$123.42</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50745006-010824	18-Natural Gas Banneker - 11/30/23-01/03/24	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	431.34
							Account 53540 - Natural Gas Totals	Invoice Transactions 1		<u>\$431.34</u>



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 187500 - Banneker											
Account 53610 - Building Repairs											
7467 - Oracle Elevator Holdco, INC	SIN246146	18- Banneker Annual elevator maintenance fee 1/1-12/31/2024	Paid by EFT # 57125		01/23/2024	01/23/2024	02/02/2024		02/02/2024	1,421.88	
								Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$1,421.88</u>
Account 53910 - Dues and Subscriptions											
5185 - WhenToWork, INC	40026791-20-12-P	18- Banneker Annual subscription - annual beginning 2-20-24	Paid by Check # 77938		01/23/2024	01/23/2024	02/02/2024		02/02/2024	375.00	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$375.00</u>
								Program 187500 - Banneker Totals		Invoice Transactions 4	<u>\$2,351.64</u>
Program 189000 - Operations											
Account 52210 - Institutional Supplies											
9269 - Ferguson Facilities Supply, HP Products #3400	0638538	18-OPS Custodial & PPE supplies/trash bags & cleaner	Paid by EFT # 57049		01/23/2024	01/23/2024	02/02/2024		02/02/2024	370.39	
4574 - John Deere Financial f.s.b. (Rural King)	216027	18-OPS - mops, mop heads, cleaning supplies	Paid by Check # 77924		01/23/2024	01/23/2024	02/02/2024		02/02/2024	101.89	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 2	<u>\$472.28</u>
Account 52230 - Garage and Motor Supplies											
8658 - Kleindorfer's Hardware LLC	770998	18-OPS Garage & motor supplies/ socket, padlock, clip rails	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	113.16	
8658 - Kleindorfer's Hardware LLC	770382	18-lynch pin, washers, eye bolt	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	9.78	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	555587	18-Dexcool for 847	Paid by EFT # 57152		01/23/2024	01/23/2024	02/02/2024		02/02/2024	12.99	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	555836	18-oil filter and oil for #879	Paid by EFT # 57152		01/23/2024	01/23/2024	02/02/2024		02/02/2024	42.34	
								Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 4	<u>\$178.27</u>
Account 52310 - Building Materials and Supplies											
409 - Black Lumber Co. INC	562609	18-materials for room at SYM-lumber	Paid by EFT # 57013		01/23/2024	01/23/2024	02/02/2024		02/02/2024	403.92	
409 - Black Lumber Co. INC	562973	18-joist hanger	Paid by EFT # 57013		01/23/2024	01/23/2024	02/02/2024		02/02/2024	23.88	
409 - Black Lumber Co. INC	563127	18-lumber for SYPM	Paid by EFT # 57013		01/23/2024	01/23/2024	02/02/2024		02/02/2024	29.16	
409 - Black Lumber Co. INC	563310	18-double door for custodial room at SYP	Paid by EFT # 57013		01/23/2024	01/23/2024	02/02/2024		02/02/2024	343.93	



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	769507	18-OPS - sandpaper, steel wool, paint brushes/pads	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	48.44
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 5	<u>\$849.33</u>
Account 52340 - Other Repairs and Maintenance										
5415 - Allied Wholesale Electrical Supply, LLC	5842538	18-electric timer, LED photo cell halogen ballast, connector,etc	Paid by EFT # 57003		01/23/2024	01/23/2024	02/02/2024		02/02/2024	989.32
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	<u>\$989.32</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1PH6-KLJX-19LN	18- Bulletin Bar Strip	Paid by EFT # 57004		01/23/2024	01/23/2024	02/02/2024		02/02/2024	22.69
409 - Black Lumber Co. INC	563010	18-ice melt-50 50lb bags	Paid by EFT # 57013		01/23/2024	01/23/2024	02/02/2024		02/02/2024	1,500.00
8658 - Kleindorfer's Hardware LLC	766074	18-marking flags	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	13.49
8658 - Kleindorfer's Hardware LLC	770193	18-water closet and urinal repair kits	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	133.96
8658 - Kleindorfer's Hardware LLC	770471	18-hasp, bolt, keys	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	19.08
								Account 52420 - Other Supplies Totals	Invoice Transactions 5	<u>\$1,689.22</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52409732-010424	18-Natural Gas Ops - 11/29/23-12/27/23	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	242.06
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	55189474-011124	18-Natural Gas SYP Maint 12/05/23-01/05/24	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	289.45
								Account 53540 - Natural Gas Totals	Invoice Transactions 2	<u>\$531.51</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3231709	18-Floor mat services @ Ops Ctr - 1/10/24	Paid by EFT # 57131		01/23/2024	01/23/2024	02/02/2024		02/02/2024	28.26
53657 - Plymate, INC	3231708	18-Floor mat services @ RH/Ops Office - 1/10/20242	Paid by EFT # 57131		01/23/2024	01/23/2024	02/02/2024		02/02/2024	25.52
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	<u>\$53.78</u>
Account 53950 - Landfill										
60 - Monroe County Solid Waste Management District	01-2024	18-OPS Fees for delivery of TV left on Parks property	Paid by Check # 77928		01/23/2024	01/23/2024	02/02/2024		02/02/2024	42.61
								Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$42.61</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189000 - Operations										
Account 53990 - Other Services and Charges										
6883 - Scenic Construction Services, INC	ScenicApp3Griffy	18-Griffy Dam Trail Construction RES 23-28 -App 3	Paid by EFT # 57145		01/23/2024	01/23/2024	02/02/2024		02/02/2024	3,534.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$3,534.00</u>
							Program 189000 - Operations Totals		Invoice Transactions 23	<u>\$8,340.32</u>
Program 189006 - Switchyard Property										
Account 52210 - Institutional Supplies										
51857 - Flex-Pac, INC	I352118	18- SYP Jumbo Tissue, Surface Cleaner	Paid by Check # 77916		01/23/2024	01/23/2024	02/02/2024		02/02/2024	244.19
51857 - Flex-Pac, INC	I352118-01	18- SYP Microfiber cloths	Paid by Check # 77916		01/23/2024	01/23/2024	02/02/2024		02/02/2024	68.73
8953 - Gemplers INC	INV0004572705	18- SYP Bio-Degradable Gloves	Paid by EFT # 57056		01/23/2024	01/23/2024	02/02/2024		02/02/2024	225.30
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 3	<u>\$538.22</u>
Account 52310 - Building Materials and Supplies										
5603 - Carrot-Top Industries, INC	INV124576	18-SYP 5X8' US Flag (2)	Paid by EFT # 57025		01/23/2024	01/23/2024	02/02/2024		02/02/2024	185.75
8658 - Kleindorfer's Hardware LLC	770022	18 -SYP Misc painting supplies & propane exchange	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	80.69
8658 - Kleindorfer's Hardware LLC	770021	18-SYP painting supplies-brushes, tape, masking paper	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	94.74
4443 - The Sherwin Williams Company	7997-9	18 -SYP Paint for Pavilion Vents	Paid by EFT # 57167		01/23/2024	01/23/2024	02/02/2024		02/02/2024	104.60
							Account 52310 - Building Materials and Supplies Totals		Invoice Transactions 4	<u>\$465.78</u>
Account 52340 - Other Repairs and Maintenance										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1HRV-H79J-1GFD	18- 2 WaterSentry Replacement Filters	Paid by EFT # 57004		01/23/2024	01/23/2024	02/02/2024		02/02/2024	134.82
							Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 1	<u>\$134.82</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	56043968-011124	18-Natural Gas SYP Pav 12/05/23-0105/24	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	339.69
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$339.69</u>
Account 53610 - Building Repairs										
392 - Koorsen Fire & Security, INC	IN00573395	18- SYP Annual Fire Extinguisher Inspection	Paid by EFT # 57097		01/23/2024	01/23/2024	02/02/2024		02/02/2024	150.05
							Account 53610 - Building Repairs Totals		Invoice Transactions 1	<u>\$150.05</u>
							Program 189006 - Switchyard Property Totals		Invoice Transactions 10	<u>\$1,628.56</u>



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 189501 - Cemeteries											
Account 52340 - Other Repairs and Maintenance											
8560 - Wright Implement I, LLC	2183110	18 - CEM mowers blades for MeanGreen 52" rear discharge mower	Paid by EFT # 57189		01/23/2024	01/23/2024	02/02/2024		02/02/2024	115.68	
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	<u>\$115.68</u>
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50190557-010824	18-Natural Gas Rose Hill 2 11/30/23-01/03/24	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	52.70	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$52.70</u>
Account 53910 - Dues and Subscriptions											
3824 - Indiana Cemetery Association, INC	01-224	18-OPS Annual dues for ICA membership for Rose Hill/White Oaks	Paid by EFT # 57077		01/23/2024	01/23/2024	02/02/2024		02/02/2024	180.00	
									Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$180.00</u>
Account 53990 - Other Services and Charges											
3824 - Indiana Cemetery Association, INC	01-224	18-OPS Annual dues for ICA membership for Rose Hill/White Oaks	Paid by EFT # 57077		01/23/2024	01/23/2024	02/02/2024		02/02/2024	7.00	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$7.00</u>
									Program 189501 - Cemeteries Totals	Invoice Transactions 4	<u>\$355.38</u>
									Department 18 - Parks & Recreation Totals	Invoice Transactions 72	<u>\$24,955.81</u>
									Fund 200 - Parks and Recreation Gen (S1301) Totals	Invoice Transactions 72	<u>\$24,955.81</u>
Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 181001 - Health & Wellness											
Account 53940 - Temporary Contractual Employee											
6110 - Darrelyn Valdez	011624	18-SYP Fitness 1-16-24	Paid by EFT # 57177		01/23/2024	01/23/2024	02/02/2024		02/02/2024	37.50	
7960 - Lauren Wilson (Elae Entertainment Group LLC)	010924	18 - SYP Fitness 1-9-24	Paid by EFT # 57187		01/23/2024	01/23/2024	02/02/2024		02/02/2024	37.50	
									Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 2	<u>\$75.00</u>
									Program 181001 - Health & Wellness Totals	Invoice Transactions 2	<u>\$75.00</u>
Program 182500 - Frank Southern Center											
Account 43250 - Player Fees											
Amy Pfanschmidt	2024-00000057	18-Refunds	Paid by Check # 77942		01/23/2024	01/23/2024	02/02/2024		02/02/2024	20.00	
									Account 43250 - Player Fees Totals	Invoice Transactions 1	<u>\$20.00</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 52420 - Other Supplies										
4550 - Crown Awards	36843683	18-FSC-House Hockey Jerseys	Paid by EFT # 57036		01/23/2024	01/23/2024	02/02/2024		02/02/2024	1,048.14
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$1,048.14</u>
Account 53310 - Printing										
818 - Everywhere Signs, LLC	61915	18-Jerico and Milestone dashboards for Frank Southern	Paid by EFT # 57047		01/23/2024	01/23/2024	02/02/2024		02/02/2024	260.00
								Account 53310 - Printing Totals	Invoice Transactions 1	<u>\$260.00</u>
Account 53940 - Temporary Contractual Employee										
4158 - Tyler R Melchior	12/10/24	18-FSC-Hockey Initiation Instruction	Paid by Check # 77926		01/23/2024	01/23/2024	02/02/2024		02/02/2024	171.00
								Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 1	<u>\$171.00</u>
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 4	<u>\$1,499.14</u>
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street, Alley, and Sewer Material										
5819 - Synchrony Bank	2368 011824	18 -FSC Concessions Supplies - 1-18-24	Paid by Check # 77936		01/23/2024	01/23/2024	02/02/2024		02/02/2024	256.86
								Account 52330 - Street, Alley, and Sewer Material Totals	Invoice Transactions 1	<u>\$256.86</u>
Account 52420 - Other Supplies										
9269 - Ferguson Facilities Supply, HP Products #3400	0637084	18-FSC Coffee Cups/Lids	Paid by EFT # 57049		01/23/2024	01/23/2024	02/02/2024		02/02/2024	182.42
9269 - Ferguson Facilities Supply, HP Products #3400	0637084-1	18-FSC Coffee Cup Sleeves	Paid by EFT # 57049		01/23/2024	01/23/2024	02/02/2024		02/02/2024	80.19
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$262.61</u>
								Program 182501 - Frank Southern Center Concession Totals	Invoice Transactions 3	<u>\$519.47</u>
Program 185000 - Twin Lakes Recreation Center										
Account 43240 - Season Passes/Memberships										
Terri Brown	2024-00000064	18-Refunds	Paid by Check # 77939		01/23/2024	01/23/2024	02/02/2024		02/02/2024	60.00
								Account 43240 - Season Passes/Memberships Totals	Invoice Transactions 1	<u>\$60.00</u>
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	13512	18 - TLRC supplies - bowl cleaner, air freshner	Paid by EFT # 57065		01/23/2024	01/23/2024	02/02/2024		02/02/2024	124.30
7663 - HB Warehouse LLC (Resource Services)	13640	18-TLRC supplies - bowl cleaner	Paid by EFT # 57065		01/23/2024	01/23/2024	02/02/2024		02/02/2024	241.92
5819 - Synchrony Bank	1423	18-TLRC - steam pans	Paid by Check # 77936		01/23/2024	01/23/2024	02/02/2024		02/02/2024	31.74



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Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 185000 - Twin Lakes Recreation Center											
Account 52210 - Institutional Supplies											
5819 - Synchrony Bank	1381	18-TLRC - maintenance supplies - Lysol and bus boxes	Paid by Check # 77936		01/23/2024	01/23/2024	02/02/2024		02/02/2024	142.30	
5819 - Synchrony Bank	8632	18-TLRC - ice melt	Paid by Check # 77936		01/23/2024	01/23/2024	02/02/2024		02/02/2024	39.92	
5819 - Synchrony Bank	2863	18 - TLRC Industrial Maint Supplies - glass cleaner, trash bags	Paid by Check # 77936		01/23/2024	01/23/2024	02/02/2024		02/02/2024	90.90	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 6	<u>\$671.08</u>
Account 52310 - Building Materials and Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VV9-V4J7-KJDD	18- Headlight Restoration Kit	Paid by EFT # 57004		01/23/2024	01/23/2024	02/02/2024		02/02/2024	21.48	
8658 - Kleindorfer's Hardware LLC	770984	18-TLRC - toilet seats, shower heads, thread tap[e	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	69.44	
8658 - Kleindorfer's Hardware LLC	766403	18 - TLRC Hardware & Maintenance Supplies - screws	Paid by EFT # 57095		01/23/2024	01/23/2024	02/02/2024		02/02/2024	2.96	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3	<u>\$93.88</u>
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VXG-9TLK-3HVW	18- Spray Bottle Holders	Paid by EFT # 57004		01/23/2024	01/23/2024	02/02/2024		02/02/2024	164.72	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$164.72</u>
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52765623-010424	18-Natural Gas TLRC - 11/29/23-12/27/23	Paid by Check # 77907		01/24/2024	01/24/2024	01/24/2024		01/24/2024	905.65	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$905.65</u>
Account 53610 - Building Repairs											
298 - Commercial Service Of Bloomington, INC	C71269	18 - TLRC HVAC Preventive Maintenance-Jan thru March 2024	Paid by EFT # 57030		01/23/2024	01/23/2024	02/02/2024		02/02/2024	2,317.19	
53657 - Plymate, INC	3233315	18 - TLRC Entry Mats 1 -17-24	Paid by EFT # 57131		01/23/2024	01/23/2024	02/02/2024		02/02/2024	82.38	
									Account 53610 - Building Repairs Totals	Invoice Transactions 2	<u>\$2,399.57</u>
Account 53810 - Principal											
3623 - US Bank	2473890	06-IN Park District Refunding Bond-Series 2017-Feb 2024	Paid by EFT # 56988		01/22/2024	01/22/2024	01/22/2024		01/22/2024	205,000.00	
									Account 53810 - Principal Totals	Invoice Transactions 1	<u>\$205,000.00</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/20/24 - 02/02/24

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 185000 - Twin Lakes Recreation Center											
Account 53820 - Interest											
3623 - US Bank	2473890	06-IN Park District Refunding Bond-Series 2017-Feb 2024	Paid by EFT # 56988		01/22/2024	01/22/2024	01/22/2024		01/22/2024	33,506.26	
								Account 53820 - Interest Totals		Invoice Transactions 1	<u>\$33,506.26</u>
Account 53950 - Landfill											
2260 - Republic Services, INC	0694-003293479	18- Landfill TLRC 02/01/24-02/29/24	Paid by EFT # 56993		01/24/2024	01/24/2024	01/24/2024		01/24/2024	347.75	
								Account 53950 - Landfill Totals		Invoice Transactions 1	<u>\$347.75</u>
								Program 185000 - Twin Lakes Recreation Center Totals		Invoice Transactions 17	<u>\$243,148.91</u>
Program 185002 - TLRC-Health & Wellness											
Account 53940 - Temporary Contractual Employee											
6161 - Morgan Ashley Banks	011824	18-TLRC Fitness Specialist	Paid by EFT # 57011		01/23/2024	01/23/2024	02/02/2024		02/02/2024	218.75	
8271 - Morgan Brummett	011124	18-TLRC Fitness Specialist	Paid by EFT # 57024		01/23/2024	01/23/2024	02/02/2024		02/02/2024	45.00	
8271 - Morgan Brummett	011824	18-TLRC Fitness Specialist	Paid by EFT # 57024		01/23/2024	01/23/2024	02/02/2024		02/02/2024	125.00	
7276 - Kaitlyn Clementi	011824	18-TLRC Fitness Specialist	Paid by EFT # 57029		01/23/2024	01/23/2024	02/02/2024		02/02/2024	150.00	
8370 - Alice M Day	011624	18- TLRC Fitness Specialist	Paid by EFT # 57039		01/23/2024	01/23/2024	02/02/2024		02/02/2024	62.50	
5274 - Catherine T Gossett	011724	18-TLRC Fitness Specialist	Paid by EFT # 57059		01/23/2024	01/23/2024	02/02/2024		02/02/2024	375.00	
5274 - Catherine T Gossett	010624	18-TLRC Fitness Specialist	Paid by EFT # 57059		01/23/2024	01/23/2024	02/02/2024		02/02/2024	15.00	
9125 - Julie Ann Madewell	011724	18-TLRC Fitness Specialist	Paid by EFT # 57105		01/23/2024	01/23/2024	02/02/2024		02/02/2024	218.75	
8399 - Gustavus Alexus McLeod	011624	18-TLRC Fitness Specialist	Paid by EFT # 57107		01/23/2024	01/23/2024	02/02/2024		02/02/2024	62.50	
8894 - Matthew Thomas Moon	011824	18-TLRC Fitness Specialist	Paid by EFT # 57114		01/23/2024	01/23/2024	02/02/2024		02/02/2024	195.00	
1973 - Megan M Stark	011924	18-TLRC Fitness Specialist	Paid by EFT # 57155		01/23/2024	01/23/2024	02/02/2024		02/02/2024	465.00	
8184 - Emily E Tally	011824	18-TLRC Fitness Specialist	Paid by EFT # 57161		01/23/2024	01/23/2024	02/02/2024		02/02/2024	125.00	
9126 - Meredith I Wendell	011924	18-TLRC Fitness Specialist	Paid by EFT # 57185		01/23/2024	01/23/2024	02/02/2024		02/02/2024	62.50	



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Invoice Date Range 01/20/24 - 02/02/24

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 185002 - TLRC-Health & Wellness											
Account 53940 - Temporary Contractual Employee											
7960 - Lauren Wilson (Elae Entertainment Group LLC)	010824	18-TLRC Fitness Specialist	Paid by EFT # 57187		01/23/2024	01/23/2024	02/02/2024		02/02/2024	31.25	
								Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 14	<u>\$2,151.25</u>
								Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 14	<u>\$2,151.25</u>
Program 185006 - TLRC-Concessions											
Account 52330 - Street , Alley, and Sewer Material											
4099 - Gold Medal Products CO.	181451	18 - TLRC Concessions Items for Sale 1-12-24	Paid by EFT # 57058		01/23/2024	01/23/2024	02/02/2024		02/02/2024	330.70	
4099 - Gold Medal Products CO.	181572	18 - TLRC Concessions Items for Sale 1-22-24	Paid by EFT # 57058		01/23/2024	01/23/2024	02/02/2024		02/02/2024	686.75	
8155 - PepsiCo Beverage Sales, LLC	08507662	18 - TLRC Concessions Items for Sale 1-18-24	Paid by EFT # 57129		01/23/2024	01/23/2024	02/02/2024		02/02/2024	673.34	
5819 - Synchrony Bank	2512	18 - TLRC Concessions Items for Sale 1-19-24	Paid by Check # 77936		01/23/2024	01/23/2024	02/02/2024		02/02/2024	57.66	
5819 - Synchrony Bank	2864	18 - TLRC Concessions Items for Sale 1-22-24	Paid by Check # 77936		01/23/2024	01/23/2024	02/02/2024		02/02/2024	377.60	
								Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 5	<u>\$2,126.05</u>
								Program 185006 - TLRC-Concessions Totals		Invoice Transactions 5	<u>\$2,126.05</u>
Program 186500 - Community Events											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1VV9-V4J7-QFR3	18- Cardstock/googly eyes/bowling set/easels	Paid by EFT # 57004		01/23/2024	01/23/2024	02/02/2024		02/02/2024	264.03	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$264.03</u>
Account 53160 - Instruction											
203 - INDIANA UNIVERSITY	472966	18- IU Executive Development Program - Sarah Mullins	Paid by Check # 77921		01/23/2024	01/23/2024	02/02/2024		02/02/2024	257.50	
								Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$257.50</u>
								Program 186500 - Community Events Totals		Invoice Transactions 2	<u>\$521.53</u>
Program 186502 - Community Events-Gardens											
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1Q3Q-TXRG-16LT	18-Rainbow Radish Sprouting Seed Mix	Paid by EFT # 57004		01/23/2024	01/23/2024	02/02/2024		02/02/2024	33.98	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$33.98</u>
								Program 186502 - Community Events-Gardens Totals		Invoice Transactions 1	<u>\$33.98</u>



Board of Park Commissioners Claim Register

Invoice Date Range 01/20/24 - 02/02/24

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 187002 - Adult Sports-Tennis										
Account 52420 - Other Supplies										
6996 - 10-S Tennis Supply (Fast Dry Corporation)	162406	18-TLRC- Tennis Nets and Pickleball Standard Replacements	Paid by EFT # 56996		01/23/2024	01/23/2024	02/02/2024		02/02/2024	995.23
							Account 52420 - Other Supplies Totals	Invoice Transactions	1	<u>\$995.23</u>
							Program 187002 - Adult Sports-Tennis Totals	Invoice Transactions	1	<u>\$995.23</u>
Program G23013 - 2023-24 21St Century Lear Ctr										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	161D-QKPT-311G	18- Foam Dodgeball Set	Paid by EFT # 57004		01/23/2024	01/23/2024	02/02/2024		02/02/2024	87.98
							Account 52420 - Other Supplies Totals	Invoice Transactions	1	<u>\$87.98</u>
							Program G23013 - 2023-24 21St Century Lear Ctr Totals	Invoice Transactions	1	<u>\$87.98</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions	50	<u>\$251,158.54</u>
							Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions	50	<u>\$251,158.54</u>
							Grand Totals	Invoice Transactions	122	<u>\$276,114.35</u>

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/02/24	Claims				\$276,114.35
					<u>\$276,114.35</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 2/2/2024

\$276,114.35

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 _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/9/2024	Payroll				154,919.57
					154,919.57

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 154,919.57

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 02/03/24 - 02/16/24

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											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1KNC-19M1- DGFY	18- VGA/HDMI Adapter	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	9.95	
								Account 52110 - Office Supplies Totals		Invoice Transactions 1	<u>9.95</u>
Account 53410 - Liability / Casualty Premiums											
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	489374	12-Insurance Premium 01/01/24-01/01/25	Paid by EFT # 57371		02/06/2024	02/06/2024	02/16/2024		02/16/2024	99,267.87	
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	497867	18-Property Insurance Premium P&R 01/01/24 -01/01/25	Paid by EFT # 57371		02/06/2024	02/06/2024	02/16/2024		02/16/2024	916.00	
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	487338	12-Property Insurance Premium 01/01/24- 01/01/25	Paid by EFT # 57371		02/06/2024	02/06/2024	02/16/2024		02/16/2024	93,671.15	
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	489371	12-Crime Renewal Insurance Premium 01/01/24-01/01/25	Paid by EFT # 57371		02/06/2024	02/06/2024	02/16/2024		02/16/2024	301.45	
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	483025	12-Excess Liability Insurance Premium 01/01/24-01/01/25	Paid by EFT # 57371		02/06/2024	02/06/2024	02/16/2024		02/16/2024	1,760.78	
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	499434	12-Excess Workers Comp Insurance Premium 01/01/24- 01/01/25	Paid by EFT # 57371		02/06/2024	02/06/2024	02/16/2024		02/16/2024	4,967.42	
								Account 53410 - Liability / Casualty Premiums Totals		Invoice Transactions 6	<u>\$200,884.67</u>
Account 53910 - Dues and Subscriptions											
9031 - Indiana Park And Recreation Association	36434	18- 2024 Agency & Membership Renewals	Paid by Check # 77986		02/06/2024	02/06/2024	02/16/2024		02/16/2024	2,347.00	
								Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1	<u>\$2,347.00</u>
Account 53990 - Other Services and Charges											
3560 - First Financial Bank / Credit Cards	4148107	18- OPS Director Job Posting on NRPA	Paid by Check # 77981		02/06/2024	02/06/2024	02/16/2024		02/16/2024	149.00	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$149.00</u>
								Program 181000 - Administration Totals		Invoice Transactions 9	<u>\$203,390.62</u>
Program 181100 - Marketing											
Account 52420 - Other Supplies											
9148 - Office Easel LLC	106617A	18-Parks logo pens #250	Paid by EFT # 57369		02/06/2024	02/06/2024	02/16/2024		02/16/2024	228.53	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$228.53</u>
Account 53310 - Printing											
7815 - A&M Graphics (Baugh Fine Print and Mailing)	41928	18-WS 2024 Preschool flier #150	Paid by EFT # 57225		02/06/2024	02/06/2024	02/16/2024		02/16/2024	78.25	



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Invoice Date Range 02/03/24 - 02/16/24

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 181100 - Marketing										
Account 53310 - Printing										
7815 - A&M Graphics (Baugh Fine Print and Mailing)	41978	18-WS 24 Nature & the Outdoors flier #100	Paid by EFT # 57225		02/06/2024	02/06/2024	02/16/2024		02/16/2024	76.56
129 - FedEx Print Service, INC (Printing Only)	021100045689	18-Griffy Lake trail map - ribbon cutting FedEx Acct #0547243307	Paid by EFT # 57301		02/06/2024	02/06/2024	02/16/2024		02/16/2024	92.00
2895 - Rapid Reproductions, INC	114059	18-Winter Lights 8x4 banner for SYP	Paid by EFT # 57387		02/06/2024	02/06/2024	02/16/2024		02/16/2024	106.42
2895 - Rapid Reproductions, INC	114380	18-Griffy Lake trail etiquette yard signs #6	Paid by EFT # 57387		02/06/2024	02/06/2024	02/16/2024		02/16/2024	90.00
2895 - Rapid Reproductions, INC	114393	18-Griffy Loop Trail Progress yard signs #20	Paid by EFT # 57387		02/06/2024	02/06/2024	02/16/2024		02/16/2024	300.00
							Account 53310 - Printing Totals		Invoice Transactions 6	<u>\$743.23</u>
							Program 181100 - Marketing Totals		Invoice Transactions 7	<u>\$971.76</u>
Program 182001 - Aquatics - Bryan Pool										
Account 52220 - Agricultural Supplies										
54255 - Spear Corporation	325608	18- Pool Chemicals for season Bryan and Mills-2024	Paid by EFT # 57401		02/06/2024	02/06/2024	02/16/2024		02/16/2024	25,517.06
							Account 52220 - Agricultural Supplies Totals		Invoice Transactions 1	<u>\$25,517.06</u>
							Program 182001 - Aquatics - Bryan Pool Totals		Invoice Transactions 1	<u>\$25,517.06</u>
Program 182002 - Aquatics - Mills Pool										
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52408489-020724	18-Natural Gas Mills - 01/03/24-02/01/24	Edit		02/14/2024	02/14/2024	02/14/2024			48.77
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$48.77</u>
							Program 182002 - Aquatics - Mills Pool Totals		Invoice Transactions 1	<u>\$48.77</u>
Program 182500 - Frank Southern Center										
Account 43230 - General Admissions										
Andrew Norman	2024-00000143	18-Refunds	Paid by Check # 78008		02/06/2024	02/06/2024	02/16/2024		02/16/2024	18.00
							Account 43230 - General Admissions Totals		Invoice Transactions 1	<u>\$18.00</u>
Account 52210 - Institutional Supplies										
7663 - HB Warehouse LLC (Resource Services)	11243	18-FSC toilet paper, glass cleaner, toilet bowl mops	Paid by EFT # 57312		02/06/2024	02/06/2024	02/16/2024		02/16/2024	297.12
							Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	<u>\$297.12</u>



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Invoice Date Range 02/03/24 - 02/16/24

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 52240 - Fuel and Oil										
2708 - AmeriGas Propane, LP	3160508127	18-FSC Zamboni Propane 1-31-2024	Paid by EFT # 57230		02/06/2024	02/06/2024	02/16/2024		02/16/2024	289.70
								Account 52240 - Fuel and Oil Totals	Invoice Transactions 1	<u>\$289.70</u>
Account 53510 - Electrical Services										
223 - Duke Energy	020724-ParksDuke	18- Electric Charges December 2023 various locations	Paid by Check # 77972		02/07/2024	02/07/2024	02/07/2024		02/07/2024	6,974.15
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$6,974.15</u>
Account 53630 - Machinery and Equipment Repairs										
4902 - DEEM, LLC	1079292	18-Replaced starters for condenser fans-12/7/23	Paid by EFT # 57285		02/06/2024	02/06/2024	02/16/2024		02/16/2024	708.60
321 - Harrell Fish, INC (HFI)	W97487	18-FSC HVAC Repair over ice and 2 lobby unit repairs-9/18/23	Paid by EFT # 57311		02/06/2024	02/06/2024	02/16/2024		02/16/2024	4,349.09
321 - Harrell Fish, INC (HFI)	W99575	18-FSC pre-season maintenance-filters/belts/laobr-10/31/23	Paid by EFT # 57311		02/06/2024	02/06/2024	02/16/2024		02/16/2024	797.40
								Account 53630 - Machinery and Equipment Repairs Totals	Invoice Transactions 3	<u>\$5,855.09</u>
Account 53920 - Laundry and Other Sanitation Services										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6299	18-FSC lobby/locker room bi weekly cleaning service - Jan 2024	Paid by EFT # 57288		02/06/2024	02/06/2024	02/16/2024		02/16/2024	350.00
53657 - Plymate, INC	3234473	18-FSC Entry Rug Cleaning Service 1-23-24	Paid by EFT # 57379		02/06/2024	02/06/2024	02/16/2024		02/16/2024	89.03
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 2	<u>\$439.03</u>
								Program 182500 - Frank Southern Center Totals	Invoice Transactions 9	<u>\$13,873.09</u>
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	SO1130458	18 - Cascades Chemicals and Fertilizers	Paid by EFT # 57226		02/06/2024	02/06/2024	02/16/2024		02/16/2024	3,070.50
4383 - Advanced Turf Solutions, INC	CM1041089	18 - Cascades Fertilizers for Greens Credit Memo	Paid by EFT # 57226		02/06/2024	02/06/2024	02/16/2024		02/16/2024	(117.80)



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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 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 52220 - Agricultural Supplies										
4383 - Advanced Turf Solutions, INC	2-2-2024 Credit	18 - Cascades Credit Memo-overpayment ACH021723	Paid by EFT # 57226		02/06/2024	02/06/2024	02/16/2024		02/16/2024	(24.00)
4383 - Advanced Turf Solutions, INC	SO1130473	18 - Cascades Chemicals and Fertilizers	Paid by EFT # 57226		02/06/2024	02/06/2024	02/16/2024		02/16/2024	28,346.39
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 4	<u>\$31,275.09</u>
Account 52230 - Garage and Motor Supplies										
6410 - R&R Products, INC	CD2864693	18 - Cascades Deck Chambers, Spindles, Mulching Deck	Paid by EFT # 57386		02/06/2024	02/06/2024	02/16/2024		02/16/2024	4,601.22
								Account 52230 - Garage and Motor Supplies Totals	Invoice Transactions 1	<u>\$4,601.22</u>
Account 52240 - Fuel and Oil										
14129 - C & S, INC	3222	18 - Cascades Fuel and Oil	Paid by EFT # 57262		02/06/2024	02/06/2024	02/16/2024		02/16/2024	508.62
								Account 52240 - Fuel and Oil Totals	Invoice Transactions 1	<u>\$508.62</u>
Account 52320 - Motor Vehicle Repair										
3958 - Kenney Machinery LLC	X43827	18 - Cascades Tires, Bedknives	Paid by EFT # 57340		02/06/2024	02/06/2024	02/16/2024		02/16/2024	586.86
6410 - R&R Products, INC	CD2863197	18 - Cascades Bedknives (10)	Paid by EFT # 57386		02/06/2024	02/06/2024	02/16/2024		02/16/2024	883.50
								Account 52320 - Motor Vehicle Repair Totals	Invoice Transactions 2	<u>\$1,470.36</u>
Account 52340 - Other Repairs and Maintenance										
6410 - R&R Products, INC	CD2864351	18 - Cascades Custom Cutting Units (3)	Paid by EFT # 57386		02/06/2024	02/06/2024	02/16/2024		02/16/2024	4,859.85
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	<u>\$4,859.85</u>
Account 52420 - Other Supplies										
8754 - Beard Equipment Company, INC	1896996	18 - Cascades Oil Filters, Spray Unit Nozzles	Paid by EFT # 57245		02/06/2024	02/06/2024	02/16/2024		02/16/2024	327.04
3978 - J & M Golf, INC	0690849-IN	18 - Cascades Glow Golf Materials; yard markers, glow flyers	Paid by EFT # 57333		02/06/2024	02/06/2024	02/16/2024		02/16/2024	405.75
8658 - Kleindorfer's Hardware LLC	767546	18 - Cascades Saw Blade and Deck Screws	Paid by EFT # 57342		02/06/2024	02/06/2024	02/16/2024		02/16/2024	25.93
6410 - R&R Products, INC	CD2864693	18 - Cascades Deck Chambers, Spindles, Mulching Deck	Paid by EFT # 57386		02/06/2024	02/06/2024	02/16/2024		02/16/2024	38.58
								Account 52420 - Other Supplies Totals	Invoice Transactions 4	<u>\$797.30</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 183500 - Golf Services										
Account 53510 - Electrical Services										
223 - Duke Energy	020724-ParksDuke	18- Electric Charges December 2023 various locations	Paid by Check # 77972		02/07/2024	02/07/2024	02/07/2024		02/07/2024	65.20
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>65.20</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54625513-020724	18-Natural Gas Cascades Golf Course - 01/03/24-02/01/24	Edit		02/14/2024	02/14/2024	02/14/2024			95.90
								Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>95.90</u>
								Program 183500 - Golf Services Totals	Invoice Transactions 15	<u>\$43,673.54</u>
Program 184000 - Natural Resources										
Account 53510 - Electrical Services										
223 - Duke Energy	020724-ParksDuke	18- Electric Charges December 2023 various locations	Paid by Check # 77972		02/07/2024	02/07/2024	02/07/2024		02/07/2024	15.46
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>15.46</u>
Account 53920 - Laundry and Other Sanitation Services										
4175 - The Stables Events, LLC (Izzy's Rentals)	19926	18-Wapehani & Griffy Restroom Cleaning Serv-Dec 2023	Paid by EFT # 57415		02/06/2024	02/06/2024	02/16/2024		02/16/2024	20.00
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	<u>20.00</u>
								Program 184000 - Natural Resources Totals	Invoice Transactions 2	<u>\$35.46</u>
Program 186500 - Community Events										
Account 53990 - Other Services and Charges										
3560 - First Financial Bank / Credit Cards	Z688930	18- Dry Cleaning of 4 Santa Claus Suits- 1/8/24	Paid by Check # 77981		02/06/2024	02/06/2024	02/16/2024		02/16/2024	90.70
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>90.70</u>
								Program 186500 - Community Events Totals	Invoice Transactions 1	<u>90.70</u>
Program 187001 - Adult Sports-Softball										
Account 53510 - Electrical Services										
223 - Duke Energy	020724-ParksDuke	18- Electric Charges December 2023 various locations	Paid by Check # 77972		02/07/2024	02/07/2024	02/07/2024		02/07/2024	48.96
								Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>48.96</u>
								Program 187001 - Adult Sports-Softball Totals	Invoice Transactions 1	<u>48.96</u>



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 187202 - Youth Sports-Winslow											
Account 52210 - Institutional Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YYK-3NPR-PHTF	18-First Aid kit/stainless steel cable tie gun/eye wash	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	52.08	
								Account 52210 - Institutional Supplies Totals		Invoice Transactions 1	<u>\$52.08</u>
Account 52230 - Garage and Motor Supplies											
4574 - John Deere Financial f.s.b. (Rural King)	185467	18- 2024 Winslow Conventional Motor Oil,Pliers,Staples,Hex Msrny	Paid by Check # 77988		02/06/2024	02/06/2024	02/16/2024		02/16/2024	39.49	
786 - Richard's Small Engine, INC	530772	18- 2024 Winslow-Distributor Vane Part for Fertilizer Spreader	Paid by EFT # 57391		02/06/2024	02/06/2024	02/16/2024		02/16/2024	49.98	
								Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 2	<u>\$89.47</u>
Account 52340 - Other Repairs and Maintenance											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1YYK-3NPR-PHTF	18-First Aid kit/stainless steel cable tie gun/eye wash	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	72.17	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1QL4-CXWY-WMP7	18- LED lights	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	129.06	
								Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 2	<u>\$201.23</u>
Account 52420 - Other Supplies											
4574 - John Deere Financial f.s.b. (Rural King)	185467	18- 2024 Winslow Conventional Motor Oil,Pliers,Staples,Hex Msrny	Paid by Check # 77988		02/06/2024	02/06/2024	02/16/2024		02/16/2024	33.06	
								Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$33.06</u>
Account 53160 - Instruction											
9142 - Gregory A Goecker	LICREIMB-1.2024	18- 2024 Winslow-Greg Goecker Turf Applicator Licensing	Paid by EFT # 57307		02/06/2024	02/06/2024	02/16/2024		02/16/2024	110.00	
								Account 53160 - Instruction Totals		Invoice Transactions 1	<u>\$110.00</u>
Account 53990 - Other Services and Charges											
8091 - A & L Great Lakes Laboratories, INC	0178140-IN	18- Winslow 2024 Soil Sample Analysis/Testing	Paid by EFT # 57224		02/06/2024	02/06/2024	02/16/2024		02/16/2024	105.00	
3560 - First Financial Bank / Credit Cards	POS2797A	18-UPS- Shipment for Soil Sample from Winslow-1/17/24	Paid by Check # 77981		02/06/2024	02/06/2024	02/16/2024		02/16/2024	13.52	
								Account 53990 - Other Services and Charges Totals		Invoice Transactions 2	<u>\$118.52</u>
								Program 187202 - Youth Sports-Winslow Totals		Invoice Transactions 9	<u>\$604.36</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 187208 - Youth Sports-Olcott										
Account 53650 - Other Repairs										
6799 - Nevco Sports, LLC	0000257190	18- 2024 Winslow Scoreboard Controllers/Receivers Update	Paid by EFT # 57365		02/06/2024	02/06/2024	02/16/2024		02/16/2024	4,067.35
							Account 53650 - Other Repairs Totals		Invoice Transactions 1	<u>\$4,067.35</u>
							Program 187208 - Youth Sports-Olcott Totals		Invoice Transactions 1	<u>\$4,067.35</u>
Program 187500 - Banneker										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14LV-3HGX-FRWM	18-Blank notebooks/sketchbooks	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	11.98
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$11.98</u>
Account 53140 - Exterminator Services										
4073 - Terminix International	440987111	18- BBCC Green Pest Control 12-4-2023	Paid by Check # 78000		02/06/2024	02/06/2024	02/16/2024		02/16/2024	78.00
							Account 53140 - Exterminator Services Totals		Invoice Transactions 1	<u>\$78.00</u>
Account 53540 - Natural Gas										
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50745006-020724	18-Natural Gas Banneker - 01/03/24-02/01/24	Edit		02/14/2024	02/14/2024	02/14/2024			428.51
							Account 53540 - Natural Gas Totals		Invoice Transactions 1	<u>\$428.51</u>
Account 53990 - Other Services and Charges										
6279 - Destiny Easton (I Shine Cleaning, LLC)	6292	18 Banneker Full Routine/Cafeteria Cleaning Serv- Jan 2024	Paid by EFT # 57288		02/06/2024	02/06/2024	02/16/2024		02/16/2024	410.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$410.00</u>
							Program 187500 - Banneker Totals		Invoice Transactions 4	<u>\$928.49</u>
Program 189000 - Operations										
Account 52230 - Garage and Motor Supplies										
476 - Southern Indiana Parts, INC (Napa Auto Parts)	558243	18-oil filters	Paid by EFT # 57400		02/06/2024	02/06/2024	02/16/2024		02/16/2024	2.86
							Account 52230 - Garage and Motor Supplies Totals		Invoice Transactions 1	<u>\$2.86</u>
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co. INC	K63897	18-materials for Griffy Boardwalk-concrete gravel mix, lumber	Paid by EFT # 57246		02/06/2024	02/06/2024	02/16/2024		02/16/2024	89.28
409 - Black Lumber Co. INC	563967	18-lumber for boardwalk-Bryan Park by restrooms	Paid by EFT # 57246		02/06/2024	02/06/2024	02/16/2024		02/16/2024	23.54
409 - Black Lumber Co. INC	564270	18-treated lumber for Griffy Lake sign post	Paid by EFT # 57246		02/06/2024	02/06/2024	02/16/2024		02/16/2024	49.16



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 52310 - Building Materials and Supplies											
409 - Black Lumber Co. INC	564156	18-materials for Griffy boardwalk-angle zmax, truss plates, lumb	Paid by EFT # 57246		02/06/2024	02/06/2024	02/16/2024		02/16/2024	37.85	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 4	<u>\$199.83</u>
Account 52340 - Other Repairs and Maintenance											
50594 - Barry Company, INC	089074	18-sloans and urinal diaphragm kits	Paid by EFT # 57243		02/06/2024	02/06/2024	02/16/2024		02/16/2024	535.02	
409 - Black Lumber Co. INC	564250	18-washers for van 826	Paid by EFT # 57246		02/06/2024	02/06/2024	02/16/2024		02/16/2024	2.76	
409 - Black Lumber Co. INC	564248	18-tape measure for van 826	Paid by EFT # 57246		02/06/2024	02/06/2024	02/16/2024		02/16/2024	9.97	
8658 - Kleindorfer's Hardware LLC	767550	18-materials for custodial room @ SYP	Paid by EFT # 57342		02/06/2024	02/06/2024	02/16/2024		02/16/2024	17.69	
									Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 4	<u>\$565.44</u>
Account 52420 - Other Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19H3-GCVC-4H1G	18- Adjustable Battery charger	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	128.89	
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	14GV-HD1V-C7GY	18-OPS iPad Pro Case and 5 OtterBoxes	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	360.63	
6222 - Apple, INC	MA55458264	18-OPS iPads and Chargers (5)	Paid by EFT # 57233		02/06/2024	02/06/2024	02/16/2024		02/16/2024	2,858.00	
									Account 52420 - Other Supplies Totals	Invoice Transactions 3	<u>\$3,347.52</u>
Account 53160 - Instruction											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	16LX-JGCC-H6MN	18- OtterBox and Phone Charger Hazel	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	49.87	
									Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$49.87</u>
Account 53510 - Electrical Services											
223 - Duke Energy	020724-ParksDuke	18- Electric Charges December 2023 various locations	Paid by Check # 77972		02/07/2024	02/07/2024	02/07/2024		02/07/2024	305.69	
									Account 53510 - Electrical Services Totals	Invoice Transactions 1	<u>\$305.69</u>
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	52409732-020624	18-Natural Gas Ops - 12/27/23-01/30/24	Edit		02/14/2024	02/14/2024	02/14/2024			373.87	
									Account 53540 - Natural Gas Totals	Invoice Transactions 1	<u>\$373.87</u>
Account 53650 - Other Repairs											
244 - Bloomington Ford, INC	6220196/1	18-OPS Repair Services for Unit #848-exhaust leak	Paid by EFT # 57249		02/06/2024	02/06/2024	02/16/2024		02/16/2024	2,716.45	
									Account 53650 - Other Repairs Totals	Invoice Transactions 1	<u>\$2,716.45</u>



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 189000 - Operations											
Account 53920 - Laundry and Other Sanitation Services											
4175 - The Stables Events, LLC (Izzy's Rentals)	19925	18-Year-round pumping/cleaning of (8) port-a-let units -Jan 2024	Paid by EFT # 57415		02/06/2024	02/06/2024	02/16/2024		02/16/2024	640.00	
									Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	<u>640.00</u>
Account 53950 - Landfill											
2260 - Republic Services, INC	0694-003297819	18- Landfill Ops - Adams-January 2024	Paid by EFT # 57212		02/07/2024	02/07/2024	02/07/2024		02/07/2024	138.50	
									Account 53950 - Landfill Totals	Invoice Transactions 1	<u>138.50</u>
Account 53990 - Other Services and Charges											
19741 - Mader Design, LLC	1810	18-Landscape design services for Building Trades Park - 2/1/24	Paid by EFT # 57349		02/06/2024	02/06/2024	02/16/2024		02/16/2024	5,000.00	
6330 - Marshall Security LLC	3210	18-OPS Security Services - B-Line &* Parks January 2024	Paid by EFT # 57351		02/06/2024	02/06/2024	02/16/2024		02/16/2024	15,385.16	
									Account 53990 - Other Services and Charges Totals	Invoice Transactions 2	<u>\$20,385.16</u>
									Program 189000 - Operations Totals	Invoice Transactions 20	<u>\$28,725.19</u>
Program 189006 - Switchyard Property											
Account 52210 - Institutional Supplies											
51857 - Flex-Pac, INC	I352118-02	18- SYP office-waterless urinal lactic acid cleaner	Paid by Check # 77982		02/06/2024	02/06/2024	02/16/2024		02/16/2024	48.23	
									Account 52210 - Institutional Supplies Totals	Invoice Transactions 1	<u>\$48.23</u>
Account 52310 - Building Materials and Supplies											
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	116K-947R-FNFQ`	18- Basketball pole pad	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	239.99	
4574 - John Deere Financial f.s.b. (Rural King)	116866	18- SYP Misc Vandalism Repair Supplies-sand, wheel grinding	Paid by Check # 77988		02/06/2024	02/06/2024	02/16/2024		02/16/2024	26.97	
									Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 2	<u>\$266.96</u>
Account 52420 - Other Supplies											
8658 - Kleindorfer's Hardware LLC	767074	18- SYP Magic Erasers	Paid by EFT # 57342		02/06/2024	02/06/2024	02/16/2024		02/16/2024	31.68	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$31.68</u>
Account 53620 - Motor Repairs											
6889 - Professional Golfcar Corporation	01-30615	18 -SYP 4-Seater Axel Repair	Paid by EFT # 57382		02/06/2024	02/06/2024	02/16/2024		02/16/2024	1,240.84	
									Account 53620 - Motor Repairs Totals	Invoice Transactions 1	<u>\$1,240.84</u>



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Fund 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189006 - Switchyard Property										
Account 53910 - Dues and Subscriptions										
199 - Monroe County Government	January 2024	18-SYP Splash Pad Permit - 2024	Paid by Check # 77993		02/06/2024	02/06/2024	02/16/2024		02/16/2024	250.00
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	<u>\$250.00</u>
Account 53920 - Laundry and Other Sanitation Services										
53657 - Plymate, INC	3234869	18-SYP Vestibule Rug Service 01/24/24	Paid by EFT # 57379		02/06/2024	02/06/2024	02/16/2024		02/16/2024	114.33
								Account 53920 - Laundry and Other Sanitation Services Totals	Invoice Transactions 1	<u>\$114.33</u>
Account 53950 - Landfill										
2260 - Republic Services, INC	0694-003296870	18- SYP 8 Yard Dumpster - January 2024	Paid by EFT # 57390		02/06/2024	02/06/2024	02/16/2024		02/16/2024	214.06
								Account 53950 - Landfill Totals	Invoice Transactions 1	<u>\$214.06</u>
Account 53990 - Other Services and Charges										
6330 - Marshall Security LLC	3211	18-SYP Security Services - January 2024	Paid by EFT # 57351		02/06/2024	02/06/2024	02/16/2024		02/16/2024	10,149.36
								Account 53990 - Other Services and Charges Totals	Invoice Transactions 1	<u>\$10,149.36</u>
								Program 189006 - Switchyard Property Totals	Invoice Transactions 9	<u>\$12,315.46</u>
Program 189500 - Landscaping										
Account 52220 - Agricultural Supplies										
5391 - Spence Restoration Nursery, INC	3901	18- GS native seed and plugs - Upland woods seed mix, Elymus,	Paid by EFT # 57402		02/06/2024	02/06/2024	02/16/2024		02/16/2024	4,589.20
5391 - Spence Restoration Nursery, INC	3902	18-UGS native seed for multiple locations; low grow edge seeds	Paid by EFT # 57402		02/06/2024	02/06/2024	02/16/2024		02/16/2024	816.83
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 2	<u>\$5,406.03</u>
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	100487041	18-Recycled Content Cardstock & Paper for UGS Outreach	Paid by Check # 77981		02/06/2024	02/06/2024	02/16/2024		02/16/2024	268.88
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$268.88</u>
								Program 189500 - Landscaping Totals	Invoice Transactions 3	<u>\$5,674.91</u>



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Fund 200 - Parks and Recreation Gen (S1301)											
Department 18 - Parks & Recreation											
Program 189501 - Cemeteries											
Account 52420 - Other Supplies											
4574 - John Deere Financial f.s.b. (Rural King)	218313	18 - CEM shop supplies-cable ties, grease hose, straps, etc	Paid by Check # 77988		02/06/2024	02/06/2024	02/16/2024		02/16/2024	389.03	
									Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$389.03</u>
Account 53540 - Natural Gas											
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54628249-010824	18-Natural Gas Rosehill 1 - 11/30/23-01/03/24	Paid by Check # 77974		02/07/2024	02/07/2024	02/07/2024		02/07/2024	53.27	
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	50190557-020724	18-Natural Gas Rose Hill 2 01/03/24-02/01/24	Edit		02/14/2024	02/14/2024	02/14/2024			59.52	
222 - Indiana Gas Co. INC (CenterPoint Energy) (Vectren)	54628249-010724	18-Natural Gas Rosehill 1 - 01/03/24-02/01/24	Edit		02/14/2024	02/14/2024	02/14/2024			52.64	
									Account 53540 - Natural Gas Totals	Invoice Transactions 3	<u>\$165.43</u>
									Program 189501 - Cemeteries Totals	Invoice Transactions 4	<u>\$554.46</u>
Program 189503 - Urban Forestry											
Account 52420 - Other Supplies											
11243 - Core & Main, LP	T817492	18-UF Downtown Tree Grates (20)	Paid by EFT # 57275		02/06/2024	02/06/2024	02/16/2024		02/16/2024	10,464.00	
8658 - Kleindorfer's Hardware LLC	770327	18-bar oil and trailer plug	Paid by EFT # 57342		02/06/2024	02/06/2024	02/16/2024		02/16/2024	96.85	
8658 - Kleindorfer's Hardware LLC	770076	18-marking paint and marking flags	Paid by EFT # 57342		02/06/2024	02/06/2024	02/16/2024		02/16/2024	37.98	
8658 - Kleindorfer's Hardware LLC	767807	18-UF Misc Supplies; belts, key made, respiration, visqueen	Paid by EFT # 57342		02/06/2024	02/06/2024	02/16/2024		02/16/2024	74.92	
8658 - Kleindorfer's Hardware LLC	767611	18-UF Misc Supplies; hitch clips, rain suit	Paid by EFT # 57342		02/06/2024	02/06/2024	02/16/2024		02/16/2024	28.36	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	557655	18-spark plugs for chainsaws	Paid by EFT # 57400		02/06/2024	02/06/2024	02/16/2024		02/16/2024	3.98	
476 - Southern Indiana Parts, INC (Napa Auto Parts)	558178	18-adapters for trailer lights/brakes	Paid by EFT # 57400		02/06/2024	02/06/2024	02/16/2024		02/16/2024	36.54	
									Account 52420 - Other Supplies Totals	Invoice Transactions 7	<u>\$10,742.63</u>
Account 53160 - Instruction											
3560 - First Financial Bank / Credit Cards	RHJ49BYR	18- Indiana Arborist Assoc. Conf-Smith, Ellis, Grubb	Paid by Check # 77981		02/06/2024	02/06/2024	02/16/2024		02/16/2024	1,184.44	
									Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$1,184.44</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 200 - Parks and Recreation Gen (S1301)										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
5424 - Davey Resource Group (Davey Tree Expert)	9000028527	18-UF Reinventory of 5033 sites-New TreeKeeper Layer	Paid by EFT # 57282		02/06/2024	02/06/2024	02/16/2024		02/16/2024	1,200.00
							Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice Transactions 1		<u>\$1,200.00</u>
Account 53990 - Other Services and Charges										
3735 - Bluestone Tree, INC.	14006	18-UF Hazard tree removal service agreement -3550 N. Kinser Pike	Paid by EFT # 57251		02/06/2024	02/06/2024	02/16/2024		02/16/2024	3,675.00
6614 - J.R. Ellington Tree Experts	12-20-2023	18-UF Hazard Tree Removal SA - Cascades Golf Course	Paid by EFT # 57335		02/06/2024	02/06/2024	02/16/2024		02/16/2024	5,750.00
							Account 53990 - Other Services and Charges Totals	Invoice Transactions 2		<u>\$9,425.00</u>
							Program 189503 - Urban Forestry Totals	Invoice Transactions 11		<u>\$22,552.07</u>
							Department 18 - Parks & Recreation Totals	Invoice Transactions 107		<u>\$363,072.25</u>
							Fund 200 - Parks and Recreation Gen (S1301) Totals	Invoice Transactions 107		<u>\$363,072.25</u>
Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 181001 - Health & Wellness										
Account 52420 - Other Supplies										
9148 - Office Easel LLC	106618A	18 - Heart Smart Programs (100)	Paid by EFT # 57369		02/06/2024	02/06/2024	02/16/2024		02/16/2024	358.54
							Account 52420 - Other Supplies Totals	Invoice Transactions 1		<u>\$358.54</u>
Account 53940 - Temporary Contractual Employee										
9140 - Laura Alden Shields	013124	18-SYP Fitness 1/22-1/31/24	Paid by EFT # 57396		02/06/2024	02/06/2024	02/16/2024		02/16/2024	105.00
6110 - Darrelyn Valdez	013024	18-SYP Fitness 1-30-24	Paid by EFT # 57424		02/06/2024	02/06/2024	02/16/2024		02/16/2024	37.50
8156 - Jennifer Marie Weiss	012924	18-SYP Fitness 1-22-24 & 1-29-24	Paid by EFT # 57431		02/06/2024	02/06/2024	02/16/2024		02/16/2024	75.00
7960 - Lauren Wilson (Elae Entertainment Group LLC)	012324	18-SYP Fitness 1-23-24	Paid by EFT # 57438		02/06/2024	02/06/2024	02/16/2024		02/16/2024	37.50
							Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 4		<u>\$255.00</u>
							Program 181001 - Health & Wellness Totals	Invoice Transactions 5		<u>\$613.54</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 182500 - Frank Southern Center										
Account 53990 - Other Services and Charges										
818 - Everywhere Signs, LLC	61954	18-dasherboard decal Kirkwood Realty - for Blades	Paid by EFT # 57299		02/06/2024	02/06/2024	02/16/2024		02/16/2024	120.00
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$120.00</u>
							Program 182500 - Frank Southern Center Totals		Invoice Transactions 1	<u>\$120.00</u>
Program 182501 - Frank Southern Center Concession										
Account 52330 - Street , Alley, and Sewer Material										
4099 - Gold Medal Products CO.	181571	18-FSC Concessions Items To Sell - 1-22-24	Paid by EFT # 57308		02/06/2024	02/06/2024	02/16/2024		02/16/2024	209.80
5819 - Synchrony Bank	3445	18-FSC Concessions Items To Sell - 1-26-24	Paid by Check # 77998		02/06/2024	02/06/2024	02/16/2024		02/16/2024	168.40
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 2	<u>\$378.20</u>
							Program 182501 - Frank Southern Center Concession Totals		Invoice Transactions 2	<u>\$378.20</u>
Program 183500 - Golf Services										
Account 52330 - Street , Alley, and Sewer Material										
4072 - Acushnet Company	917198124	18-golf balls	Paid by Check # 77975		02/06/2024	02/06/2024	02/16/2024		02/16/2024	253.43
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 1	<u>\$253.43</u>
							Program 183500 - Golf Services Totals		Invoice Transactions 1	<u>\$253.43</u>
Program 184500 - Youth Services -Juke Box										
Account 52420 - Other Supplies										
8658 - Kleindorfer's Hardware LLC	767695	18-Rods to fix roman shades	Paid by EFT # 57342		02/06/2024	02/06/2024	02/16/2024		02/16/2024	7.90
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$7.90</u>
							Program 184500 - Youth Services -Juke Box Totals		Invoice Transactions 1	<u>\$7.90</u>
Program 184502 - Youth Expo- Childrens Expo										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1MM6-RRQ6- KYM1	18- Jumbo Giant Coloring Poster	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	15.79
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$15.79</u>
							Program 184502 - Youth Expo- Childrens Expo Totals		Invoice Transactions 1	<u>\$15.79</u>
Program 185000 - Twin Lakes Recreation Center										
Account 52310 - Building Materials and Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XVG-1PXV- L1HP	18- Turf Rake/spray bottle holder/coated magnets	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	79.98
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1JQY-4PQM- 9JGN	18-Turf Rake credit	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	(39.99)



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185000 - Twin Lakes Recreation Center										
Account 52310 - Building Materials and Supplies										
8658 - Kleindorfer's Hardware LLC	767319	18-tubes caulking, liquid nails, anchors, anchor kit	Paid by EFT # 57342		02/06/2024	02/06/2024	02/16/2024		02/16/2024	66.89
								Account 52310 - Building Materials and Supplies Totals	Invoice Transactions 3	<u>\$106.88</u>
Account 52340 - Other Repairs and Maintenance										
4574 - John Deere Financial f.s.b. (Rural King)	186214	18 - TLRC Turf Maintenance Equipment - Tow Lawn Sweeper	Paid by Check # 77988		02/06/2024	02/06/2024	02/16/2024		02/16/2024	289.99
								Account 52340 - Other Repairs and Maintenance Totals	Invoice Transactions 1	<u>\$289.99</u>
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1XVG-1PXV-L1HP	18- Turf Rake/spray bottle holder/coated magnets	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	117.94
2406 - LUMOS Holding US Acquisition, Co (Life Fitness)	7592428	18-TLRC - Weight Room Circuit Machine Repairs	Paid by EFT # 57348		02/06/2024	02/06/2024	02/16/2024		02/16/2024	19.66
								Account 52420 - Other Supplies Totals	Invoice Transactions 2	<u>\$137.60</u>
Account 53410 - Liability / Casualty Premiums										
19618 - ONI Risk Partners, INC, DBA EPIC Insurance Midwest	489374	12-Insurance Premium 01/01/24-01/01/25	Paid by EFT # 57371		02/06/2024	02/06/2024	02/16/2024		02/16/2024	21,185.00
								Account 53410 - Liability / Casualty Premiums Totals	Invoice Transactions 1	<u>\$21,185.00</u>
Account 53610 - Building Repairs										
53657 - Plymate, INC	3236450	18 - TLRC Entry Mats 1 -31-24	Paid by EFT # 57379		02/06/2024	02/06/2024	02/16/2024		02/16/2024	82.38
								Account 53610 - Building Repairs Totals	Invoice Transactions 1	<u>\$82.38</u>
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	368363	18- Renewal of Annual Elevator Permit at TLRC	Paid by Check # 77981		02/06/2024	02/06/2024	02/16/2024		02/16/2024	131.32
454 - DirecTV, LLC	075619410X240122	18-satellite service for TLRC-1/21-02/20/24	Paid by Check # 77959		02/07/2024	02/07/2024	02/07/2024		02/07/2024	252.23
								Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2	<u>\$383.55</u>
								Program 185000 - Twin Lakes Recreation Center Totals	Invoice Transactions 10	<u>\$22,185.40</u>
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
6161 - Morgan Ashley Banks	020124	18-TLRC Fitness Specialist	Paid by EFT # 57240		02/06/2024	02/06/2024	02/16/2024		02/16/2024	250.00
8271 - Morgan Brummett	012524	18-TLRC Fitness Specialist	Paid by EFT # 57260		02/06/2024	02/06/2024	02/16/2024		02/16/2024	60.00



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185002 - TLRC-Health & Wellness										
Account 53940 - Temporary Contractual Employee										
8271 - Morgan Brummett	012524A	18-TLRC Fitness Specialist	Paid by EFT # 57260		02/06/2024	02/06/2024	02/16/2024		02/16/2024	62.50
7276 - Kaitlyn Clementi	02012024	18-TLRC Fitness Specialist	Paid by EFT # 57272		02/06/2024	02/06/2024	02/16/2024		02/16/2024	330.00
7276 - Kaitlyn Clementi	02012024A	18-TLRC Fitness Specialist	Paid by EFT # 57272		02/06/2024	02/06/2024	02/16/2024		02/16/2024	37.50
9124 - Karin B Coopersmith	012224	18-TLRC Fitness Specialist	Paid by EFT # 57274		02/06/2024	02/06/2024	02/16/2024		02/16/2024	31.25
8370 - Alice M Day	010324	18-TLRC Fitness Specialist	Paid by EFT # 57284		02/06/2024	02/06/2024	02/16/2024		02/16/2024	62.50
5274 - Catherine T Gossett	020224	18-TLRC Fitness Specialist	Paid by EFT # 57309		02/06/2024	02/06/2024	02/16/2024		02/16/2024	250.00
5274 - Catherine T Gossett	01302024	18-TLRC Fitness Specialist	Paid by EFT # 57309		02/06/2024	02/06/2024	02/16/2024		02/16/2024	15.00
9125 - Julie Ann Madewell	020224	18-TLRC Fitness Specialist	Paid by EFT # 57350		02/06/2024	02/06/2024	02/16/2024		02/16/2024	187.50
8399 - Gustavus Alexis McLeod	012324	18-TLRC Fitness Specialist	Paid by EFT # 57353		02/06/2024	02/06/2024	02/16/2024		02/16/2024	31.25
8894 - Matthew Thomas Moon	020124	18-TLRC Fitness Specialist	Paid by EFT # 57359		02/06/2024	02/06/2024	02/16/2024		02/16/2024	195.00
1973 - Megan M Stark	020224	18-TLRC Fitness Specialist	Paid by EFT # 57405		02/06/2024	02/06/2024	02/16/2024		02/16/2024	570.00
8184 - Emily E Tally	020124	18-TLRC Fitness Specialist	Paid by EFT # 57409		02/06/2024	02/06/2024	02/16/2024		02/16/2024	125.00
9126 - Meredith I Wendell	012624	18-TLRC Fitness Specialist	Paid by EFT # 57433		02/06/2024	02/06/2024	02/16/2024		02/16/2024	62.50
							Account 53940 - Temporary Contractual Employee Totals		Invoice Transactions 15	<u>\$2,270.00</u>
							Program 185002 - TLRC-Health & Wellness Totals		Invoice Transactions 15	<u>\$2,270.00</u>
Program 185003 - TLRC-Basketball										
Account 52420 - Other Supplies										
4274 - Charles B Hensley (Midwest Youth Tournaments)	247	18- 2024 BYB Season III Awards-215 plaques	Paid by EFT # 57315		02/06/2024	02/06/2024	02/16/2024		02/16/2024	931.25
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$931.25</u>
Account 52430 - Uniforms and Tools										
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	17123	18- 2024 TLRC BYB Season III Jerseys (126)	Paid by EFT # 57221		02/06/2024	02/06/2024	02/16/2024		02/16/2024	2,305.50
5695 - 1818 Apparel Co., INC (dba Freethink ApparelI)	17125	18- 2024 TLRC BYB Season III Jerseys (136)	Paid by EFT # 57221		02/06/2024	02/06/2024	02/16/2024		02/16/2024	2,482.00



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Fund 201 - Parks and Rec Non Reverting											
Department 18 - Parks & Recreation											
Program 185003 - TLRC-Basketball											
Account 52430 - Uniforms and Tools											
5695 - 1818 Apparel Co., INC (dba Freethink Apparel)	17124	18- 2024 TLRC BYB Season III Jerseys (128)	Paid by EFT # 57221		02/06/2024	02/06/2024	02/16/2024		02/16/2024	2,336.00	
									Account 52430 - Uniforms and Tools Totals	Invoice Transactions 3	<u>\$7,123.50</u>
Account 53940 - Temporary Contractual Employee											
7184 - Larry Branam	012324	18-TLRC Basketball Official	Paid by EFT # 57257		02/06/2024	02/06/2024	02/16/2024		02/16/2024	75.00	
8414 - Scott Matthew Burton	012424	18-TLRC Basketball Official	Paid by EFT # 57261		02/06/2024	02/06/2024	02/16/2024		02/16/2024	150.00	
20105 - Brandon B Chambers	012524	18-TLRC Basketball Official	Paid by EFT # 57268		02/06/2024	02/06/2024	02/16/2024		02/16/2024	1,050.00	
8960 - Chauncey Keith Craig	012224	18-TLRC Basketball Official	Paid by EFT # 57276		02/06/2024	02/06/2024	02/16/2024		02/16/2024	50.00	
7147 - Keith E Crittenden	012424	18-TLRC Basketball Official	Paid by EFT # 57277		02/06/2024	02/06/2024	02/16/2024		02/16/2024	50.00	
8961 - Brandon Olson	012424	18-TLRC Basketball Official	Paid by EFT # 57370		02/06/2024	02/06/2024	02/16/2024		02/16/2024	125.00	
8566 - Jarrett Phillips	012524	18-TLRC Basketball Official	Paid by EFT # 57377		02/06/2024	02/06/2024	02/16/2024		02/16/2024	100.00	
9069 - Aden Pierce	012524	18-TLRC Basketball Official	Paid by EFT # 57378		02/06/2024	02/06/2024	02/16/2024		02/16/2024	125.00	
8999 - Mia Colleen Robbennolt	012224	18-TLRC Basketball Official	Paid by EFT # 57393		02/06/2024	02/06/2024	02/16/2024		02/16/2024	50.00	
9153 - Isiah Teran	012524	18-TLRC Basketball Official	Paid by EFT # 57410		02/06/2024	02/06/2024	02/16/2024		02/16/2024	125.00	
8496 - Eliot Vartian-Foss	012324	18-TLRC Basketball Official	Paid by EFT # 57426		02/06/2024	02/06/2024	02/16/2024		02/16/2024	75.00	
8454 - David Lee Williams	012524	18-TLRC Basketball Official	Paid by EFT # 57437		02/06/2024	02/06/2024	02/16/2024		02/16/2024	50.00	
									Account 53940 - Temporary Contractual Employee Totals	Invoice Transactions 12	<u>\$2,025.00</u>
									Program 185003 - TLRC-Basketball Totals	Invoice Transactions 16	<u>\$10,079.75</u>
Program 185006 - TLRC-Concessions											
Account 52330 - Street , Alley, and Sewer Material											
4099 - Gold Medal Products CO.	181693	18 - TLRC Concessions Items for Sale 1-29-24	Paid by EFT # 57308		02/06/2024	02/06/2024	02/16/2024		02/16/2024	462.15	
8155 - PepsiCo Beverage Sales, LLC	31181059	18 - TLRC Concessions Items for Sale 1-24-24	Paid by EFT # 57376		02/06/2024	02/06/2024	02/16/2024		02/16/2024	1,630.38	



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 185006 - TLRC-Concessions										
Account 52330 - Street , Alley, and Sewer Material										
8155 - PepsiCo Beverage Sales, LLC	34570058	18 - TLRC Concessions Items for Sale 1-31-2024	Paid by EFT # 57376		02/06/2024	02/06/2024	02/16/2024		02/16/2024	574.10
5819 - Synchrony Bank	4147	18 - TLRC Concessions Items for Sale 2-1-2024	Paid by Check # 77998		02/06/2024	02/06/2024	02/16/2024		02/16/2024	97.22
21145 - Sysco USA III, LLC	338849990	18 - TLRC Concessions Items for Sale 1-24-24	Paid by EFT # 57408		02/06/2024	02/06/2024	02/16/2024		02/16/2024	1,116.65
							Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 5	<u>\$3,880.50</u>
Account 52430 - Uniforms and Tools										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	19DT-CK73-DWVW	18- 3 Baseball caps	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	44.97
							Account 52430 - Uniforms and Tools Totals		Invoice Transactions 1	<u>\$44.97</u>
							Program 185006 - TLRC-Concessions Totals		Invoice Transactions 6	<u>\$3,925.47</u>
Program 186500 - Community Events										
Account 52420 - Other Supplies										
4798 - Fun Express, LLC	72923659201	18 - Prizes for Winter Palooza Event	Paid by EFT # 57305		02/06/2024	02/06/2024	02/16/2024		02/16/2024	313.43
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$313.43</u>
							Program 186500 - Community Events Totals		Invoice Transactions 1	<u>\$313.43</u>
Program 186503 - Community Events-Farmers' Market										
Account 47230 - Gift Certificate										
9145 - Mehmet Akgun (Sofra Bakery)	3548	18-Market Bucks and Gift Certificates	Paid by EFT # 57227		02/06/2024	02/06/2024	02/16/2024		02/16/2024	20.00
							Account 47230 - Gift Certificate Totals		Invoice Transactions 1	<u>\$20.00</u>
Account 47240 - EBT Market Bucks										
9145 - Mehmet Akgun (Sofra Bakery)	3548	18-Market Bucks and Gift Certificates	Paid by EFT # 57227		02/06/2024	02/06/2024	02/16/2024		02/16/2024	3.00
							Account 47240 - EBT Market Bucks Totals		Invoice Transactions 1	<u>\$3.00</u>
Account 53990 - Other Services and Charges										
392 - Koorsen Fire & Security, INC	IN00531875	18- FM Shed Fire Extinguisher Inspection	Paid by EFT # 57343		02/06/2024	02/06/2024	02/16/2024		02/16/2024	43.75
							Account 53990 - Other Services and Charges Totals		Invoice Transactions 1	<u>\$43.75</u>
							Program 186503 - Community Events-Farmers' Market Totals		Invoice Transactions 3	<u>\$66.75</u>
Program 189000 - Operations										
Account 52420 - Other Supplies										
8541 - Amazon.com Sales, INC (Amazon.com Services LLC)	1WVQ-7XTH-FM17	18-Hidden Figures DVD	Paid by EFT # 57228		02/06/2024	02/06/2024	02/16/2024		02/16/2024	9.99
							Account 52420 - Other Supplies Totals		Invoice Transactions 1	<u>\$9.99</u>
							Program 189000 - Operations Totals		Invoice Transactions 1	<u>\$9.99</u>



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Fund 201 - Parks and Rec Non Reverting										
Department 18 - Parks & Recreation										
Program 189503 - Urban Forestry										
Account 52220 - Agricultural Supplies										
3560 - First Financial Bank / Credit Cards	26948	18- DNR Seedlings from Vallonia State Nursery	Paid by Check # 77981		02/06/2024	02/06/2024	02/16/2024		02/16/2024	224.72
								Account 52220 - Agricultural Supplies Totals	Invoice Transactions 1	<u>\$224.72</u>
Account 53160 - Instruction										
1481 - Ivy Tech Community College	N1273	18-UF Landon Ellis CDL-B Training - October 2023	Paid by EFT # 57332		02/06/2024	02/06/2024	02/16/2024		02/16/2024	4,360.00
								Account 53160 - Instruction Totals	Invoice Transactions 1	<u>\$4,360.00</u>
								Program 189503 - Urban Forestry Totals	Invoice Transactions 2	<u>\$4,584.72</u>
Program G23013 - 2023-24 21St Century Lear Ctr										
Account 52420 - Other Supplies										
5819 - Synchrony Bank	0937	18 Banneker afterschool supplies 2-1 -2024	Paid by Check # 77998		02/06/2024	02/06/2024	02/16/2024		02/16/2024	119.18
								Account 52420 - Other Supplies Totals	Invoice Transactions 1	<u>\$119.18</u>
								Program G23013 - 2023-24 21St Century Lear Ctr Totals	Invoice Transactions 1	<u>\$119.18</u>
								Department 18 - Parks & Recreation Totals	Invoice Transactions 66	<u>\$44,943.55</u>
								Fund 201 - Parks and Rec Non Reverting Totals	Invoice Transactions 66	<u>\$44,943.55</u>
								Grand Totals	Invoice Transactions 173	<u>\$408,015.80</u>

REGISTER OF CLAIMS
Board: Parks & Recreation Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
02/16/24	Claims				\$408,015.80
					<u><u>\$408,015.80</u></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 2/16/2024

\$408,015.80

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 _____

REGISTER OF PAYROLL CLAIMS

Board: Parks & Recreation

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/23/2024	Payroll				161,585.08
					161,585.08

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1
claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the
total amount of \$ 161,585.08

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 _____

REVENUES AND EXPENSES: COMPARISON REPORT

Expenses January 2024	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of January	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of January	2024 % of Expenses
General Fund							
Administration	844,049	853,088	311,956	36.57%	967,553	30,913	3.19%
Health & Wellness	93,493	83,186	9,378	11.27%	96,485	5,928	6.14%
Community Relations	540,874	461,814	57,252	12.40%	526,904	18,043	10.87%
Aquatics	451,892	417,982	4,596	1.10%	515,687	2,147	0.42%
Frank Southern Center	425,242	378,088	33,577	8.88%	476,556	33,380	7.00%
Golf Services	915,889	898,604	37,922	4.22%	1,121,282	34,934	3.12%
Natural Resources	534,405	453,186	25,592	5.65%	489,686	19,188	3.92%
Youth Programs	82,763	78,331	6,891	8.80%	87,236	4,773	5.47%
TLRC	315,143	303,937	33,423	11.00%	336,480	19,790	5.88%
Community Events	567,876	508,921	53,254	10.46%	586,536	23,110	3.94%
Adult Sports	294,196	248,996	15,596	6.26%	280,961	12,231	4.35%
Youth Sports	311,917	327,200	15,481	4.73%	341,796	11,439	3.35%
BBCC	453,306	377,717	23,114	6.12%	456,923	20,691	4.53%
Inclusive Recreation	137,174	95,099	6,207	6.53%	105,704	4,327	4.09%
Operations	2,347,357	2,074,760	117,018	5.64%	2,300,690	80,828	3.51%
Switchyard Property	859,828	678,090	35,219	5.19%	1,104,528	49,724	4.50%
Landscaping	1,061,503	889,220	58,632	6.59%	1,198,072	33,417	2.79%
Cemeteries	256,422	235,083	12,470	5.30%	243,032	7,182	2.96%
Urban Forestry	660,133	446,354	59,482	13.33%	697,586	60,579	8.68%
General Fund total:	11,153,462	9,809,658	917,062	9.35%	11,933,697	472,625	3.96%

Expenses January 2024	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of January	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of January	2024 % of Expenses
Non-Reverting Fund							
Administration	17,168	8,202	1,302	15.87%	19,400	1,058	5.45%
Health & Wellness	6,487	27,218	10	0.04%	5,925	21	0.35%
Community Relations	5,350	2,185	0	0.00%	5,350	0	0.00%
Aquatics	76,595	80,959	0	0.00%	94,712	0	0.00%
Frank Southern Center	89,833	79,277	11,457	14.45%	116,963	8,675	7.42%
Golf Services	154,313	177,681	0	0.00%	163,535	51	0.03%
Natural Resources	46,850	28,568	0	0.00%	46,850	25,460	54.34%
Youth Programs	166,839	168,760	708	0.42%	171,747	182	0.11%
*TLRC - day to day	650,779	584,660	277,404	47.45%	877,333	25,520	2.91%
Community Events	144,879	147,200	4,595	3.12%	149,792	3,080	2.06%
Adult Sports	110,335	82,805	495	0.60%	90,505	310	0.34%
Youth Sports	9,752	9,302	1,006	10.81%	935	620	66.28%
BBCC	4,560	685	0	0.00%	5,960	0	0.00%
Inclusive Recreation	0	0	0	0.00%	0	0	0.00%
Operations	572,425	816,430	3	0.00%	53,340	5,076	9.52%
Dog Park	36,635	0	0	0.00%	0	0	0.00%
Switchyard	0	41,312	630	1.52%	36,185	1,237	3.42%
Urban Forestry	12,850	16,577	0	0.00%	14,800	0	0.00%
N-R Fund subtotal:	2,105,650	2,271,819	297,610	13.10%	1,853,333	71,291	3.85%
TLRC - bond	474,012	474,013		0.00%	482,912	238,506	49.39%
N-R Fund total:	2,579,662	2,745,832	297,610	10.84%	2,336,245	309,797	13.26%

Expenses January 2024	2023 Total Expense Budget	2023 Expenses as of December	2023 Expenses as of January	2023 % of Expenses	2024 Total Expense Budget	2024 Expenses as of January	2024 % of Expenses
Other Misc Funds							
23-24 MCCSC 21st Com Learn						3,416	
2022-2023 MCCSC 21st Century			2,578				
Other Misc Funds total:	0	0	2,578	0.00%	0	3,416	
TOTAL ALL FUNDS	13,733,124	9,537,723	1,217,250	12.76%	14,269,942	785,838	5.51%

PARKS AND RECREATION REVENUES AND EXPENSES: COMPARISON REPORT							
Revenue January 2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of January	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of January	2024 % of Revenue Collected to date
General Fund							
Taxes/Misc Revenue	8,138,119	7,932,631	0	0.00%	8,342,431	0	0.00%
Administration	400	435	0	0.00%	766,400	0	0.00%
Community Relations	0	0	0	0.00%	0	0	0.00%
Aquatics	188,000	212,859	0	0.00%	206,000	0	0.00%
Frank Southern	225,000	214,755	56,418	26.27%	199,500	46,511	23.31%
Golf Services	701,000	1,034,409	2,342	0.23%	766,000	-574	-0.07%
Natural Resources	0	0	0	0.00%	0	0	0.00%
Youth Services	0	0	0	0.00%	0	0	0.00%
Community Events	14,000	14,485	460	1.73%	14,800	40	0.27%
Adult Sports	32,000	26,650	0	0.00%	32,000	0	0.00%
Youth Sports	39,000	50,380	0	0.00%	6,000	-93	-1.54%
BBCC	18,000	19,988	1,568	7.84%	19,260	3,161	16.41%
Operations	0	29	0	0.00%	0	0	0.00%
Landscaping	0	0	0	0.00%	0	0	0.00%
Cemeteries	42,000	49,850	1,300	2.61%	43,375	2,900	6.69%
Urban Forestry	0	0	0	0.00%	0	0	0.00%
Subtotal Program Rev	1,259,400	1,623,840	62,087	3.82%	2,053,335	51,946	2.53%
General Fund Total	9,397,519	9,556,470	62,087	0.65%	10,395,766	51,946	0.50%

Revenue January 2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of January	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of January	2024 % of Revenue Collected to date
Non-Reverting Fund							
Administration	35,000	43,681	7,669	17.56%	35,600	8,471	23.79%
Health & Wellness	8,150	30,029	430	1.43%	13,400	1,071	7.99%
Community Relations	3,000	5,005	1,000	19.98%	3,000	0	0.00%
Aquatics	82,500	97,094	105	0.11%	83,800	0	0.00%
Frank Southern	55,000	97,406	11,627	11.94%	84,550	14,935	17.66%
Golf Services	180,500	276,817	-126	-0.05%	184,500	256	0.14%
Natural Resources	71,400	78,273	391	0.50%	71,400	741	1.04%
Youth Programs	170,000	176,073	1,190	0.68%	174,500	977	0.56%
*TLRC -Operational	725,749	932,059	95,606	10.26%	902,598	110,569	12.25%
Community Events	144,800	162,486	9,473	5.83%	145,000	7,470	5.15%
Adult Sports	88,500	71,883	0	0.00%	95,000	-9,859	-10.38%
Youth Sports	8,000	3,613	0	0.00%	45,350	0	0.00%
BBCC	4,800	8,587	660	7.69%	7,200	139	1.94%
Operations	69,940	855,475	518,428	60.60%	82,440	7,793	9.45%
Dog Park	400	0	0	0.00%	400	0	0.00%
Switchyard	42,500	81,886	9,970	12.18%	60,000	2,779	4.63%
Landscaping	0	0	0	0.00%	0	0	0.00%
Cemeteries	0	0	0	0.00%	0	0	0.00%
Urban Forestry	14,600	70,390	3,600	5.11%	23,600	1,925	8.16%
N-R Fund subtotal:	1,704,839	2,990,757	660,024	22.07%	2,012,338	147,267	7.32%

Revenue January 2024	2023 Projected Revenue	2023 Revenue as of December	2023 Revenue as of January	2023 % of Revenue Collected to date	2024 Projected Revenue for year	2024 Revenue as of January	2024 % of Revenue Collected to date
Other Misc Funds							
G23-24 MCCSC 21st Com						3,436	
Other Misc Funds total:	0	0	0		0	3,436	

TOTAL ALL FUNDS	11,102,358	12,547,227	722,111	5.76%	12,408,104	202,649	1.63%
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2024 Non-Reverting Cash Balances	1	2	3	4	5	6	7
Area	Beginning Balance 1/1/2024	Revenue as of 1/31/2024	Other Misc. Revenue	Expenses as of 1/31/2024	Expenses from RESERVE* (see explanation below)	Total Current Year Over/Under (does not include expenses taken from RESERVE)	Total Accumulated Balance (Amount)
Administration	462,925.69	8,470.90		1,058.15		7,412.75	470,338.44
Health & Wellness	19,064.56	1,071.00		20.90		1,050.10	20,114.66
Community Relations	45,139.67	0.00		0.00		0.00	45,139.67
Aquatics	389,800.16	0.00		0.00		0.00	389,800.16
Frank Southern Center	193,784.70	14,934.69		8,675.41		6,259.28	200,043.98
Golf Course	437,369.59	256.30		51.32		204.98	437,574.57
Natural Resources	410,946.23	741.00		25,460.34		(24,719.34)	386,226.89
Allison Jukebox	338,641.63	976.50		181.86		794.64	339,436.27
TLRC	(3,191,149.56)	102,627.60		264,026.38		(161,398.78)	(3,352,548.34)
TLRC Reserve	918,675.92	7,941.46		0.00		7,941.46	926,617.38
Community Events	540,885.34	7,470.00		3,079.51		4,390.49	545,275.83
Adult Sports	4,610.17	(9,859.22)		309.93		(10,169.15)	(5,558.98)
Youth Sports	(6,174.91)	0.00		619.86		(619.86)	(6,794.77)
Skate Park	22,417.65	0		0.00		0.00	22,417.65
Benjamin Banneker Comm Center	59,588.47	139.35		0.00		139.35	59,727.82
Operations	322,273.02	7,793.29		5,076.32		2,716.97	324,989.99
Dog Park	5,993.79	0.00		0.00		0.00	5,993.79
Switchyard Property	336,893.28	2,779.21		1,237.23		1,541.98	338,435.26
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	103,230.13	1,925.00		0.00		1,925.00	105,155.13
TOTALS	1,429,866.89	147,267.08	0.00	309,797.21	0.00	(162,530.13)	1,267,336.76
							(162,530.13)
							ACTUAL INCREASE - DECREASE FOR THE CURRENT FISCAL YEAR

Refund Listing Report

Refund Date	Receipt #	Drwr	Module	ModuleLink	Description	Refund Type	User Name	Fee Ref	Tax Ref	Tot Ref
01/02/2024	2440974	6	AR	150302_A	BBall - 7-8 Grade Girls (150302-A)	Refund Now	grabowsm	14.25	0.00	14.25
01/02/2024	2440984	6	AR	150302_A	BBall - 7-8 Grade Girls (150302-A)	Refund Now	grabowsm	95.00	0.00	95.00
01/02/2024	2441240	3	FR	SHELT_CASPK_	Sycamore Shelter on 09/01/2024 at	Refund Now	HALTI	97.00	0.00	97.00
01/03/2024	2442055	6	AR	150301_D	BBall - Grade 3 (150301-D)	Refund Now	grabowsm	95.00	0.00	95.00
01/04/2024	2442231	5	AR	125005_B	Skating - Level 1 (125005-B)	Refund Now	michele.wilson	80.00	0.00	80.00
01/04/2024	2442257	6	AR	150301_G	BBall - Grade 6 Boys (150301-G)	Refund Now	grabowsm	14.25	0.00	14.25
01/04/2024	2442282	6	AR	125001_A	Skating - Parent & Tot (125001-A)	Refund Now	grabowsm	80.00	0.00	80.00
01/04/2024	2442313	6	AR	125013_A	Skating - Adult 1 (125013-A)	Refund Now	grabowsm	80.00	0.00	80.00
01/08/2024	2444826	6	PM	TL-AD-6M	TL ADLT 6M PIF (33235)	Refund Now	grabowsm	133.00	0.00	133.00
01/09/2024	2445269	6	AR	125005_F	Skating - Level 1 (125005-F)	Refund Now	grabowsm	80.00	0.00	80.00
01/10/2024	2445706	6	AR	150213_A	Tae Kwon Do - Beginner (150213-A)	Refund Now	grabowsm	75.00	0.00	75.00
01/10/2024	2445706	6	AR	150213_A	Tae Kwon Do - Beginner (150213-A)	Refund Now	grabowsm	75.00	0.00	75.00
01/23/2024	2453487	5	AR	125009_A	Skating - Level 5 (125009-A)	Refund Now	michele.wilson	80.00	0.00	80.00
01/29/2024	2456555	6	AR	140008_A	Griffy Total Eclipse Paddle (140008-A)	Refund Now	grabowsm	30.00	0.00	30.00
01/29/2024	2456555	6	AR	140008_A	Griffy Total Eclipse Paddle (140008-A)	Refund Now	grabowsm	30.00	0.00	30.00
01/29/2024	2456555	6	AR	140008_A	Griffy Total Eclipse Paddle (140008-A)	Refund Now	grabowsm	30.00	0.00	30.00
01/29/2024	2456555	6	AR	140008_A	Griffy Total Eclipse Paddle (140008-A)	Refund Now	grabowsm	30.00	0.00	30.00
01/29/2024	2456555	6	AR	140008_A	Griffy Total Eclipse Paddle (140008-A)	Refund Now	grabowsm	30.00	0.00	30.00
01/29/2024	2456555	6	AR	140008_A	Griffy Total Eclipse Paddle (140008-A)	Refund Now	grabowsm	30.00	0.00	30.00
01/30/2024	2457135	6	AR	150204_A	H.I.I.T. (150204-A)	Refund Now	grabowsm	48.57	0.00	48.57
01/30/2024	2457137	6	PM	TLRC - Capital Fe	Capital Fee (37736)	Refund Now	grabowsm	20.00	0.00	20.00
01/30/2024	2457137	6	PM	TLRC - Senior 6M	Senior 6M (37735)	Refund Now	grabowsm	200.00	0.00	200.00

Report Summary Totals

Total Refund Records:	22
Total Fees Refunded:	1,447.07
Total Tax Refunded:	0.00
Total Amount Refunded:	1,447.07

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:	01/01/2024 - Actual Date 01/01/2024
End Ticket:	<u>ZZZZZZZZ</u>
End Inventory Item:	<u>ZZZZZZ</u>
End Pass:	<u>ZZZZZZ</u>
End Refund Date:	01/31/2024 - Actual Date 01/31/2024
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

A-7 Agenda item

Admin. Approval: TS
Date: 2/5/24

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: February 27, 2024
SUBJECT: Mother Nature Landscaping Service Agreement

Recommendation

Staff recommends approval of service agreement with Mother Nature Landscaping for the emergency, or high priority treatment of trees infected with a time sensitive pest or disease.
Funding source: 200-18-189503-53990
Amount not to exceed: \$5000.00

Background

Formerly Tree's PLC INC, Seth Inman absorbed his company into Mother Nature Landscaping. We have worked with both companies over the years to treat various diseases and pest issues in our urban forest. This service agreement will allow us to treat pest or disease infections in an immediate time frame.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
DEPARTMENT
AND
MOTHER NATURE LANDSCAPING**

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and MOTHER NATURE LANDSCAPING (“Contractor”).

Article 1. Scope of Services Contractor shall provide emergency or high priority treatment for time sensitive pest and/or diseases in trees. (“Services”). Specific scopes of work will be quoted individually, approved by the Department, and communicated to Contractor in writing before work commences. Once work commences, Contractor shall provide and complete the Services described in this Agreement as promptly as possible under the circumstances. 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 Haskell Smith, Urban Forester 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 the guidelines set forth by the American National Standards Institute, specifically ANSI A300 for tree care practices. The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the standards set forth in the ANSI A300; 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 Standards set forth in the ANSI A300.

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 and Zero Cents (\$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: Haskell Smith, 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. The Department’s right to terminate this Agreement without penalty does not relieve the Department of compensating the Contractor for services that were already rendered under this Agreement prior to its termination.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: All work completed by December 31, 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.

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: Haskell Smith, 401 N. Morton, Bloomington, IN 47404. **Contractor:** Mother Nature Landscaping 4848 S Walnut Street Pike 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.

Remainder of this page left intentionally blank.

CITY OF BLOOMINGTON

DocuSigned by:

Margie Rice

Margie Rice, Corporation Counsel

MOTHER NATURE LANDSCAPING

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, 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 _____, 2024.

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 _____, 2024.

Mother Nature Landscaping

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

A-8 Agenda item

Admin. Approval: TS
Date: 2/13/24

TO: Board of Park Commissioners
FROM: Amy Leyenbeck, Operations Coordinator
DATE: February 27, 2024
SUBJECT: Contract with Oscar's Contracting for gutter repair at Switchyard Park Maintenance Building

Recommendation

Staff recommends approval of contract with Oscar Roofing for gutter installing at the Switchyard Park maintenance building amount not to exceed \$4,990.00. Funding source: 200-18-189000-53990.

Background

Due to high winds during a storm the gutters had been pulled away from the building and require replacement. Gutter straps will be installed to prevent this from happening again.

RESPECTFULLY SUBMITTED,



Amy Leyenbeck, Operations Coordinator

**SERVICE AGREEMENT/SHORT CONTRACT
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
OSCAR'S CONTRACTING INC.**

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Oscar's Contracting Inc. ("Contractor").

Article 1. Scope of Services. Contractor will be installing new gutters at the Switchyard Maintenance Building. This work will include removing all gutters and downspouts (front and back) and installing new gutters 6 inch seamless with straps and 4 downspouts on each side. ("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 31st, 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 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 and ninety dollars (\$4990.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Amy Leyenbeck, Operations Coordinator, 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 to begin February 28th, 2024 and completed by March 31st, 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;

e) 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, 401 N. Morton, Bloomington, IN 47404. Oscar Roofing, ATTN: AND Oscar Prado, 5471 W State Rd. 48 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 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:

Margie Rice

Margie Rice, Corporation Counsel

OSCAR'S CONTRACTING, INC.

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, 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 _____, 2024.

Oscar's Contracting 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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

A-9 Agenda item

Admin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: February 27, 2024
SUBJECT: SERVICE AGREEMENT WITH KCI TECHNOLOGIES

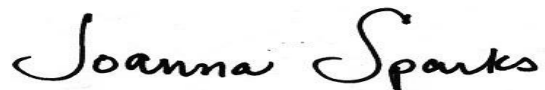
Recommendation

Staff recommends approval of this service agreement with KCI Technologies for invasive management at Crestmont Park for an amount not to exceed \$4999.00. Funding source: 200-18-189500-53160.

Background

KCI Technologies, INC will provide invasive management services at Crestmont Park, targeting purple wintercreeper. Their services will include mechanical and chemical control.

RESPECTFULLY SUBMITTED,



Joanna Sparks, Urban Greenspace Manager

**BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
KCI TECHNOLOGIES, INC**

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and KCI TECHNOLOGIES, INC ("Contractor").

Article 1. Scope of Services. Contractor shall provide invasive plant management services at Crestmont Park, including mechanical control and herbicide treatments ("Services"). Specific scopes of work and cost will be approved in writing by the Parks 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 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 Nine Hundred Ninety Nine Dollars and Zero Cents (\$4,999.00). 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: Complete work by December 31, 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.

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. KCI TECHNOLOGIES, INC, ATTN: Samantha Loutzenhiser, 5672 W. 74th St., Indianapolis, IN 46278 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

Margie Rice

Margie Rice, Corporation Counsel

KCI TECHNOLOGIES, INC.

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, 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 _____, 2024.

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 _____, 2024.

KCI TECHNOLOGIES, 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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

A-10 Agenda item

Admin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Daren Eads, Sports Facility Coordinator
DATE: February 27, 2024
SUBJECT: ADDENDUM TO THE JACK LAURIE GROUP COURT RECOAT CONTRACT

Recommendation

Staff recommends review/approval of an addendum to the court recoat contract with the Jack Laurie Group to include the screen and recoat of the wood group exercise floor located in Studio A on the lower level of the Twin lakes Recreation Center.

The not to exceed amount is One Thousand Four Hundred Thirty Dollars (\$1,430.00).

Funding sources for this addendum to the contract is:

- TLRC: 201-18-185000-54310

Background

The recoating of the floor in Studio A is normally completed when courts at the Twin Lakes Recreation Center are recoated or resurfaced, but was overlooked and not included in the original contract. The project is scheduled for completion on or before Sunday, April 21, 2024.

RESPECTFULLY SUBMITTED,



Daren Eads, Sports Facility Coordinator

**ADDENDUM TO CONTRACT BETWEEN
CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT
AND
JACK LAURIE GROUP**

(Entered in this ___ day of _____, 2024)

WHEREAS, in December 2023 the City of Bloomington Department of Parks and Recreation (the “Department”) and Jack Laurie Group (“Contractor”) entered into a contract for hardwood court recoat at the Twin Lakes Recreation Center; and

WHEREAS, the Department has identified additional needs to add to the scope of work for this project; and

WHEREAS, the contractor will provide these necessary services; and

WHEREAS, the Department wishes to have this work done; and

WHEREAS, the Contractor is in agreement with this addendum; and

WHEREAS, pursuant to Article 4 of said Contract, additional Services or changes in the Services not agreed upon in the Contract must be authorized in writing by the Department prior to such work being performed or expenses incurred.

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

Article 1. Scope of Services: Contractor will complete the additional scope listed in Exhibit A.

Article 4. Compensation: To amend the Contract to reflect the additional charge of One Thousand Four Hundred Thirty Dollars (\$1,430), for a total contract amount not to exceed Twenty Thousand Eight Hundred Thirty Dollars (\$20,830).

Article 6. Schedule: The timeline for the scope of services to be completed on or before April 21, 2024.

All provisions of the original 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 Amendment to the Agreement on the date first set forth.

CITY OF BLOOMINGTON

JACK LAURIE GROUP

Tim Street, Director
Parks and Recreation Department

Signature

Kathleen Mills, Park Board President
Board of Park Commissioners

Name, Title

Margie Rice

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Margie Rice, Corporation Counsel

EXHIBIT A
ADDITIONAL SCOPE OF WORK

Task: Screen and Recoat Wood Floor in Studio A

Scope:

1. Screen and Seal floor
2. Light screen of floor
3. Apply one (1) coat of water base finish

Exclusions/Conditions:

1. Moving furniture
2. Removal of spills, gum, tape, etc.
3. Attached wall equipment to be removed by Department prior to work
4. Existing base to remain
5. Work to be completed congruently with the gymnasium screen & seal project

Total Fees: \$1,430

A-11 Agenda item

Admin. Approval: TS
Date: 2/22/24

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 27, 2024
SUBJECT: REVIEW AND APPROVAL OF THE PERFORMANCE AND ENTERTAINMENT AGREEMENT TEMPLATE

Recommendation

Staff recommends the approval of the 2024 Performance and Entertainment Agreement Template. Artists and entertainers are paid at varying rates. Artists and entertainers will be paid out of the following accounts: 201-18-186506-53990, 200-18-186500-53990 or 201-18-186500-53990.

Background

For the past 40 + years, the Bloomington Parks and Recreation Department has brought free concerts to our community parks through the Performing Arts Series and, for over a decade, through the People's Park Concert Series as well. This agreement is used for the booking of performers, entertainers, and /or entertainment companies for the Bloomington Parks and Recreation sponsored events, the Performing Arts Series, the Peoples Park Concert Series. No significant changes have been made to this agreement. Dates have been updated for 2024.

RESPECTFULLY SUBMITTED,



Crystal Ritter, Community Events Coordinator

2024 PERFORMANCE AND ENTERTAINMENT AGREEMENT

This Agreement, entered into this _____ day of _____ 2024, by and between _____, (“Artist/Entertainer”) and the City of Bloomington Parks and Recreation Department (“City”), and arises out of the following circumstances:

WHEREAS, the City operates an Outdoor Performance Series and City Events in various locations in Bloomington; and

WHEREAS, the Artist/Entertainer wishes to perform in the City’s series and/or City’s Event.

NOW, THEREFORE, the City hereby engages the Artist/Entertainer to perform or provide entertainment (“Performance”), and the Artist/Entertainer hereby agrees to perform or provide entertainment in the Outdoor Performance Series and/or City Event upon the terms and conditions contained in this Agreement, as follows:

- 1. Payment: Weather-Related Cancellation. The City agrees to pay to the Artist/Entertainer an honorarium in the amount of \$ _____ .00 Dollars for the Performance. The Artist/Entertainer agrees to provide the City with appropriate information to enroll the Artist/Entertainer in the City’s payment system as well as provide an invoice to the City for the contract amount. Payment should be made to _____ (Name of Payee).

If the Performance or Event is terminated early due to weather conditions, the Artist/Entertainer will receive full payment if more than one-half of the show/event has been completed. If the Performance or Event is terminated early due to weather prior to one-half of the show/event being completed, or prior to commencement of the show/event, then the Artist and the City agree to reschedule the Performance or Event at a mutually agreeable time, and the Artist will not receive any payment for performing on the date of the canceled show.

- 2. Time and Place of Performance. The Artist/Entertainer agrees to the following:

- Performance or Event Day:**
- Performance or Event Date:**
- Performance or Event Location:**
- Arrival Time:**
- Rehearsal/Set-up Time:**
- Performance/Event Time:**
- Length of Performance/Event:**
- Artist/Entertainer Reports To:**

- 3. Members of Artist/Entertainer: Authority. “Artist/Entertainer,” as used in this Agreement, includes each person who performs and/or provides services under this Agreement. The person signing this Agreement on behalf of the Artist/Entertainer, hereby represents that he or she has full authority to bind the Artist/Entertainer to the terms of this Agreement and that the City is entitled to rely upon the representations and authority made by the person signing this Agreement on behalf of the Artist/Entertainer.

The names, addresses and phone numbers of persons intending to perform and/or provide services under this Agreement, including any opening, guest performers, and artists are:

The Artist/Entertainer shall inform the City's representative at the time of the Performance and /or Event of any changes to the list of performers/artists.

4. Independent Contractor; Control of Performance. During the term of this Agreement the Artist/Entertainer shall be an independent contractor, and not an employee of the City. City shall not withhold any federal or state income taxes, social security or any other federal or state payments. The Artist/Entertainer shall have exclusive control over the means, method and details of fulfilling the Artist's/Entertainer's obligation under this Agreement, except for performance time, date and minimum and maximum length of the Performance/Event.
5. Indemnification. The Artist/Entertainer shall defend, indemnify and hold harmless the City, the City of Bloomington Board of Park Commissioners, and their employees, agents and officers from any and all claims, damages, costs, attorney fees, and other liability arising out of this Agreement, even if arising from the negligence of releasees, or caused by the reckless, negligent or intentional actions or omissions of the Artist during the performance of, and in connection with, this Agreement, including any claim for infringement of copyright, patent right or other property right.
6. General. Bloomington Municipal Code sections 6.12.030 and 14.36.090, respectively, prohibit smoking in public places and the consumption of alcoholic beverages on City of Bloomington property.

The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, crossbows, swords, and pellet guns is strictly prohibited in any park or park facility. In addition, pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit and/or Noise Permit.

7. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable municipal ordinances or codes of the City and of Monroe County. Suit, if any, shall be brought in Monroe County, Indiana.
8. State Immigration Law Requirements. Ind. Code 22-5-1.7-11(a) requires the City to obtain the following from business entities who have employees before it enters into a contract for services with those entities:
 - documentation that the business entity has enrolled in and participates in the E-verify program, unless the E-verify program no longer exists; and
 - an affidavit, provided in Appendix A, affirming that the business entity does not currently knowingly employ an immigrant who is not authorized to work in the U.S.
9. Copyright. Artist/Entertainer shall not infringe upon the copyright, patent right or other property right of anyone else without having obtained the proper authority to do so. In

performing/providing artistic services under this Agreement, the Artist/Entertainer agrees that their performance or artistic services are in compliance with the Fair Use Act and that the Artist/Entertainer has acquired all necessary licenses and paid all necessary royalties or fees related to their performance or artistic services.

- 10. Sale of Merchandise. At and immediately following the Performance/Event, the Artist/Entertainer may sell merchandise related to or promoting the Artist/Entertainer, such as CDs, records, art, and T-shirts, on the condition that ten percent (10%) of the gross sales proceeds from the Performance/Event is paid to the City. Payment is due within thirty (30) days of the Performance/Event date. The Artist/Entertainer shall be responsible for collection and payment of all sales tax and other taxes due upon the proceeds. The Artist/Entertainer shall keep accurate records of all sales proceeds, and shall provide copies of its sales records for the Performance/Event to the City upon request. The City reserves the right to disapprove particular items of merchandise that it determines are not sufficiently related to the Artist/Entertainer.
- 11. Photo/Video Release. Artist/Entertainer authorizes the City of Bloomington, through its employees or agents, to take videos, photographs, or recordings of the Artist/Entertainer’s performance, and to use and publish any such videos, photographs, or recordings in the City’s printed or digital publications. The City of Bloomington shall have all ownership rights in and to any such videos, photographs, or recordings.
- 12. Termination. The parties understand that Parks may terminate the agreement in its sole discretion due to contingencies beyond their control including the ongoing COVID-19 pandemic. The Parties agree that Parks will not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond reasonable control of a party, materially affects the performance of any of its obligations under this agreement and could not reasonably have been foreseen or provided against. In the event that the occurrence of a Force Majeure Event delays or prevents the performance of this Agreement, Parks shall notify the artist/entertainer of any such termination and the reasons therefore in writing.

Contact -- City:
 Crystal Ritter/ Other City Contact
 PO Box 848
 Bloomington, IN 47402
ritterc@bloomington.in.gov/
 812-349-3725

Contact – Artist/Entertainer:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

ARTIST/ENTERTAINER:

By: _____

Date: _____

**CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT**

By: _____

Date: _____

Tim Street, Director

Margie Rice

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Margie Rice, Corporation Counsel

Date: 2/21/2024

A-12 Agenda item

Admin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Clarence Boone, Facility/Program Coordinator
DATE: February 27, 2024
SUBJECT: FOOD AND BEVERAGE, AND FOOD TRUCK AGREEMENT TEMPLATES

Recommendation

Staff recommends approval of the Food and Beverage Artisan and Food Truck/Push Cart Agreement templates. Revenue from vendors will be placed in account 201-18-186503-43270 and varies depending on the vendor and number of days they sell each month.

Background

The Food and Beverage Artisan and Food Truck/Push Cart Agreement templates have been revised to include language consistent with the Farm Vendor Contract and Handbook, including information on the Park Board's approved revisions to the Artisan fee and also the options for the collection of payments.

The Department has received several applications and will make vendor selections soon. Those that still wish to apply can find the information on the Farmers' Market website.

Both Agreements were reviewed and approved by City Legal.

RESPECTFULLY SUBMITTED,



Clarence Boone, Facility/Program Coordinator

Agreement for Food Truck/ Push Cart Vending Bloomington Community Farmers' Market

This Agreement, entered into this _____ day of March, 2024, by and between the City of Bloomington Parks and Recreation Department (“Parks”) and Food and Beverage Artisan (“Artisan”),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market (“Market”) at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food Truck/Push Cart vendor wishes to operate a stand in this location.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 6, 2024 and end on November 23, 2024.

B. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES

1. **Artisan Fee and Payments:** Artisan shall pay Parks a vending fee of Twenty-six dollars or twenty-eight dollars (if using water/ electricity) per vending day.
Payment Options:
 - Full Season Payment due April 6, 2024 (for those vending every Saturday)
 - ½ Season Payment due April 6, 2024 and July19, 2024 (for those vending every Saturday)
 - Day space fee due at time of vending for all other scheduled vendors
2. **List and Price:** The Artisan shall furnish Parks with a complete list of products to be sold and prices charged per item by April 6, 2024. Such product list and pricing is subject to the approval of the Parks Administrator. The Artisan must display legible price markers for goods offered for sale.
3. **Insurance:** The Artisan shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Artisan as insured parties, and the Artisan shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Artisan and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
4. **Employees:** The Artisan shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax

for such employees. Artisan stand attendants must be a minimum of sixteen (16) years of age.

5. **Recordkeeping:** The Artisan shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

On or before August 10, 2024 Artisan shall provide Parks with documentation regarding the sourcing of Indiana grown product for the 2024 season to date, including the types of products purchased and the names of the farms from which they were purchased.

6. **Rules and Regulations:** The Artisan shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Artisan shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Artisan is selling as a Home Based Vendor, Artisan is responsible for ensuring all products are “non-potentially hazardous foods” and are required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide written report of said analysis.

Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and ***must provide a copy of the certificate to the local health department in the county where the HBV's residence is located.*** One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take a couple-hour course online. The certificate is good for 3 years depending on where it is completed. For more information and to see if you apply to this new law visit <https://www.in.gov/health/food-protection/files/IDOH-HEA-1149-Guidance-Document.pdf> Click here for House Bill1149 info: <http://iga.in.gov/static-documents/8/8/d/4/88d4c8cb/HB1149.04.ENRS.pdf?fbclid=IwAR1MZfd4mIrkrgecGPIq9VhrGfypImJQqkkL9zzK7oFqrYUIR3COqVW5BaKo>

7. **Days and Hours of Operation:** The Artisan agrees to attend and sell at Market each and every Saturday, unless an alternate schedule has been determined by vendor and staff, beginning April 6, 2024 through September 28, 2024 from 8:00

am until 1:00 pm, and October 5, 2024 through November 23, 2024 from 9:00 am until 1:00 pm.

8. **Entering and Exiting the Market:** The Artisan must occupy the assigned space by 15 minutes prior to Market opening time. The Artisan may park along the curb next to B-Line plaza to unload. The vehicle must be removed from the curb by a schedule set in advance of the season, unless space is within the blacktop market spaces.
9. **Assignments and Limits of Space:** The Artisan will be assigned by Parks one vending space limited to 10 feet wide by 10 feet deep prior to commencement of this Agreement. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.
10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers' Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Artisan agrees to read the Training Guide and abide by the rules established in the Training Guide. Completion of a Substitute W9 form and Electronic Funds Transfer form is necessary for first-time participants in the GCP/SNAP. If the Artisan has participated in previous years, no further paperwork is necessary.
11. **Property Maintenance and Utilization:** The Artisan must vacate premises by 2:00 pm and remove all personal items and equipment. The Artisan must remove all recyclable and compostable materials from site. The Artisan must protect brick pavers within vending space from soiling due to food and beverage spills. The Artisan must ensure that weather protection devices are securely anchored. The Artisan must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Artisan hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Artisans participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Artisan 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). The Artisan shall sign an affidavit, attached as Exhibit A, affirming that the Artisan 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.

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

The Artisan shall require any subcontractors performing work under this contract to certify to the Artisan 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. The Artisan shall maintain on file all subcontractors’ certifications throughout the term of the contract with the City.

14. **Artisan Behavior and Commitment to the City of Bloomington’s Values and the Market’s Mission.** The City of Bloomington considers diversity a source of strength that adds to Bloomington’s character. The Bloomington Community Farmers’ Market, as a program of the City, works to create an environment where all can feel welcome and safe regardless of race, religion, color, national origin, ancestry, sex, disability, sexual orientation, gender identity, veteran status, housing status or familial status. As a party to the 2023 Bloomington Community Farmers’ Market Food and Beverage Artisan Agreement, artisans shall collaborate with each other and the City, assisting in creating a welcoming environment for all who attend the Market and shall represent themselves in a professional manner that reflects their commitment to the Market’s mission and customer satisfaction. Behavior outside of the Market that relates to the Market must not reflect poorly on the Market or the reputation of the City and must be consistent with the mission and goals of the Market.

Artisans acknowledge that the City of Bloomington prohibits its employees from engaging in harassment or discrimination on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status, including harassing or discriminating against artisans at the Market. If an artisan believes that the City employee engaged in such conduct at

the Market towards the artisan, the artisan may file a complaint with the Market Manager 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 at the Market.

Similarly, the City does not tolerate Artisans engaging in harassing or discriminatory conduct towards fellow vendors, members of the public or City employees at the Market on the basis of sex, race, religion, color, national origin, ancestry, disability, gender identity, sexual orientation, housing status or veteran status. Any artisan who believes that a fellow vendor has engaged in such harassment or discrimination at the Market may file a complaint with the Bloomington Human Rights Commission. The City takes all such complaints seriously and will take appropriate action if it finds that any artisan engaged in such prohibited conduct at the Market.

15. Expectations

Artisans shall not be discourteous, disrespectful or dishonest to anyone with whom they interact at the Market, including Market customers and attendees, other vendors, staff, volunteers, entertainers or anyone else at the Market.

Conduct at the Market on the part of the artisan that the City deems to be contrary to the provisions of the artisan agreement may result in administrative action in accordance with the provision of the agreement, including but not limited to suspension or ejection from the Market and/or future Market events.

Artisans shall notify the Market Supervisor or Market Coordinator immediately of any unsafe conditions.

Artisans shall cooperate with the City to take all reasonable measures to ensure that the Market remains a welcoming inclusive and safe venue.

Artisans understand that the Market is not a forum for political or religious activities, except for at the "Market Place" (formerly "Info Alley").

The City provides the Market as a location for artisans to sell what they create. Artisans understand that by providing the Market, the City is making no guarantee of the number of customers or the volume of business.

C. RESPONSIBILITY AND RIGHTS OF PARKS

The City retains the right to terminate the Market, or to change the times, dates, locations, and/or policies related to the Market, at its sole discretion, whenever the City finds that it is in the public interest to do so. The City will make reasonable efforts to provide adequate notice of changes, and cancellations to all artisans.

D. ASSIGNMENT OF AGREEMENT

The Artisan shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

E. BREACH OF AGREEMENT

In the event one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

F. TERMINATION

1. **Termination by mutual agreement:** The parties may terminate this Agreement prior to November 23, 2024 by mutual written agreement.

G. MISCELLANEOUS

1. **Enforcement:** In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear expenses of such litigation, including, but not limited to, court costs and reasonable attorney fees.

2. **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.

3. **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.

4. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

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

Parks: Parks and Recreation Department
ATTN: Clarence Boone
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food Truck/ Push Cart Vendor:

- 6. **Intent to be Bound:** Parks and the Artisan each bind 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.

- 7. **Integration and Modification:** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Artisan. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

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

DocuSigned by:
Margie Rice
E9A0FAE19B82413...

Margie Rice, Corporation Counsel

Tim Street, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(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 _____, 2024.

Notary Public’s Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Agreement for Food and Beverage Artisans Bloomington Community Farmers' Market

This Agreement, entered into this _____ day of March, 2024, by and between the City of Bloomington Parks and Recreation Department ("Parks") and Food and Beverage Artisan ("Artisan"),

WITNESSETH:

WHEREAS, Parks manages the Bloomington Community Farmers' Market ("Market") at Showers Common, 401 North Morton Street, Bloomington, Indiana; and

WHEREAS, the Food and Beverage Artisan wishes to operate a stand in this location.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall begin on April 6, 2024 and end on November 23, 2024.

D. FOOD AND BEVERAGE ARTISAN RESPONSIBILITIES

- 8. Artisan Fee and Payments:** Artisan shall pay Parks a vending fee of Twenty-six dollars or twenty-eight dollars (if using water/ electricity) per vending day.
Payment Options:
 - Full Season Payment due April 6, 2024 (for those vending every Saturday)
 - ½ Season Payment due April 6, 2024 and July 19, 2024 (for those vending every Saturday)
 - Day space fee due at time of vending for all other scheduled vendors

- 9. List and Price:** The Artisan shall furnish Parks with a complete list of products to be sold and prices charged per item by April 6, 2024. Such product list and pricing is subject to the approval of the Parks Administrator. The Artisan must display legible price markers for goods offered for sale.

- 10. Insurance:** The Artisan shall maintain comprehensive general liability insurance, which shall include premises, operations and product liability. Coverage shall be in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. The policy shall name the City of Bloomington and the Artisan as insured parties, and the Artisan shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. The Artisan and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

- 4. Employees:** The Artisan shall employ all personnel necessary for the operation of the food and beverage stand, and shall pay all necessary wages and payroll tax

for such employees. Artisan stand attendants must be a minimum of sixteen (16) years of age.

5. **Recordkeeping:** The Artisan shall keep and maintain accurate records reflecting the revenues of the food and beverage stand. These documents shall be open to inspection at all reasonable times by authorized agents of Parks.

On or before August 10, 2024 Artisan shall provide Parks with documentation regarding the sourcing of Indiana grown product for the 2024 season to date, including the types of products purchased and the names of the farms from which they were purchased.

6. **Rules and Regulations:** The Artisan shall also comply with all local, state and federal laws, including health codes regarding preparation of food, operation of open-air stand and employment of all personnel.

The Artisan shall obtain all necessary permits from Monroe County Health Department, Indiana Alcohol and Tobacco Commission, Federal Tax and Trade Bureau, Indiana State Excise Tax Police, and from any and all other controlling agencies or boards, prior to commencement of operations under this Agreement. Copies of pertinent permits shall be submitted along with the signed copy of the contract.

If the Artisan is selling as a Home Based Vendor, Artisan is responsible for ensuring all products are “non-potentially hazardous foods” and are required to have an analysis completed to determine if a product in question is indeed a “non-potentially hazardous food” and provide written report of said analysis.

Pursuant to a new law that affects Home Based Vendors, Indiana House Bill 1149 was passed and took effect July 1, 2022. As a part of this new legislation, all HBVs are now required to take a recognized food safety training and ***must provide a copy of the certificate to the local health department in the county where the HBV's residence is located.*** One of these recognized trainings is the ServSafe Food Handler course offered by the National Restaurant Association. The certification costs between \$7 and \$15 plus the time to take a couple-hour course online. The certificate is good for 3 years depending on where it is completed. For more information and to see if you apply to this new law visit <https://www.in.gov/health/food-protection/files/IDOH-HEA-1149-Guidance-Document.pdf> Click here for House Bill1149 info: <http://iga.in.gov/static-documents/8/8/d/4/88d4c8cb/HB1149.04.ENRS.pdf?fbclid=IwAR1MZfd4mIrkrgecGPIq9VhrGfypImJQqkkL9zzK7oFqrYUIR3COqVW5BaKo>

7. **Days and Hours of Operation:** The Artisan agrees to attend and sell at Market each and every Saturday, unless an alternate schedule has been determined by vendor and staff, beginning April 6, 2024 through September 28, 2024 from 8:00

am until 1:00 pm, and October 5, 2024 through November 23, 2024 from 9:00 am until 1:00 pm.

8. **Entering and Exiting the Market:** The Artisan must occupy the assigned space by 15 minutes prior to Market opening time. The Artisan may park along the curb next to B-Line plaza to unload. The vehicle must be removed from the curb by a schedule set in advance of the season, unless space is within the blacktop market spaces.
9. **Assignments and Limits of Space:** The Artisan will be assigned by Parks one vending space limited to 10 feet wide by 10 feet deep prior to commencement of this Agreement. Artisans may only display signs, information and/or items in their space that consist of the products they are selling or that directly relate to their business.
10. **Gift Certificate Program/SNAP:** The Food Vendor agrees to participate in the Farmers' Market Gift Certificate Program/SNAP (GCP/SNAP) organized by the City. A Farmer/Food and Beverage Artisan Training Guide will be provided. The Artisan agrees to read the Training Guide and abide by the rules established in the Training Guide. Completion of a Substitute W9 form and Electronic Funds Transfer form is necessary for first-time participants in the GCP/SNAP. If the Artisan has participated in previous years, no further paperwork is necessary.
11. **Property Maintenance and Utilization:** The Artisan must vacate premises by 2:00 pm and remove all personal items and equipment. The Artisan must remove all recyclable and compostable materials from site. The Artisan must protect brick pavers within vending space from soiling due to food and beverage spills. The Artisan must ensure that weather protection devices are securely anchored. The Artisan must utilize compostable serving materials whenever possible.
12. **Indemnification:** The Artisan hereby agrees to indemnify, defend and hold harmless, the City of Bloomington, Indiana, its employees, agents and officers, including the members of the Farmers' Market Advisory Council and the Board of Parks Commissioners, from and against any and all actions, costs, claims, suits, losses, expenses or damages ("Claims"), including but not limited to attorney fees and court costs, which may arise as a result of the Artisans participation in the Market, whether or not sounding in tort or contract, and whether or not caused by a negligent act or omission of the City of Bloomington, its employees, agents or officers, or the members of the Farmers' Market Advisory Council or Board of Parks Commissioners.
13. **Verification of New Employees' Immigration Status:** The Artisan 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). The Artisan shall sign an affidavit, attached as Exhibit A, affirming that the Artisan 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.

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The Artisan shall not assign or sub-contract this Agreement or any of its terms, except with prior written approval of the Parks Administrator.

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In the event one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The offending party shall then have seven (7) days from the date of mailing in which to cure the breach. If the offending party fails to cure the breach within seven (7) days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

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1. **Termination by mutual agreement:** The parties may terminate this Agreement prior to November 23, 2024 by mutual written agreement.

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2. **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.

3. **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.

11. **Safety:** The possession of alcoholic beverages, drugs and other illegal controlled substances, fireworks, air rifles, paintball guns, bow and arrows, cross bows, swords, and pellet guns is strictly prohibited in any park or park facility. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction.

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

Parks: Parks and Recreation Department
ATTN: Clarence Boone
City of Bloomington, P.O. Box 100
Bloomington, IN 47402

Food and Beverage Artisan:

13. **Intent to be Bound**: Parks and the Artisan each bind 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.

14. **Integration and Modification**: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between Parks and the Artisan. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

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

DocuSigned by:
Margie Rice
E9A0FAE19B82413

Margie Rice, Corporation Counsel

Tim Street, Parks Administrator

Kathleen Mills, President Board of Park
Commissioners

EXHIBIT A

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

- 5. The undersigned is the _____ of _____.
(job title) (company name)
- 6. 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.
- 7. 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).
- 8. 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 _____, 2024.

Notary Public’s Signature

Printed Name of Notary Public
My Commission Expires: _____
County of Residence: _____

A-13 Agenda item

Admin. Approval: TS
Date: 2/9/24

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: February 27, 2024
SUBJECT: PARTNERSHIP AGREEMENT WITH THE BLOOMINGTON JUNIOR LEAGUE BASEBALL ASSOCIATION TO PROVIDE A YOUTH BASEBALL PROGRAM AT WINSLOW SPORTS COMPLEX

Recommendation

Staff recommends approval of this agreement.

Background

The Bloomington Junior League Baseball Association provides youth baseball for children ages 5-12. This program serves over 400 players. Practices and games are conducted at the Winslow Sports Complex and practice only at Bryan Park fields #1 and #2 Monday through Saturday beginning in June and ending in October. BJLBA offers a regular season and a fall season. Projected revenue is approximately \$22,000.

RESPECTFULLY SUBMITTED,



Scott Pedersen, Youth Sports Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATIVE SERVICE AGREEMENT PROGRAM PARTNERSHIP

This Agreement, made and entered into this 27th day of February, 2024, by and between the Bloomington Parks and Recreation Department (“Parks”) and Bloomington Junior Baseball League (“BJLBA”), WITNESSETH:

WHEREAS, both Parks and BJLBA wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and BJLBA is in the public interest; and

WHEREAS, there is an apparent need for a recreational youth baseball program, and Parks and BJLBA desire to cooperate in the provision of a youth baseball program for the general public; and

WHEREAS, BJLBA is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

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

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth baseball program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2024, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:
 - a. Allow BJLBA access to Winslow Baseball Fields in priority category #3 based on the order established by the Board of Park Commissioners:
 1. Parks programs
 2. Monroe County Community Schools Corporation programs
 3. **Partnership programs**
 4. Independent programs
 - b. Allow BJLBA access to Winslow Baseball Fields specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:	
Practice (excludes field lining)	\$16.00 per hour
Practice with lights (excludes field lining)	\$20.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour
With on-site maintenance	\$30.00 per hour
All day per field	\$165.00

- c. Allow BJLBA access to practice ball fields at Bryan Park fields 1 and 2 based on availability and at varying rates depending on published prices of those facilities.

Practice (excludes field maintenance and lining)	\$10.00 per hour
Competition (includes minor field maintenance and field lining)	\$12.00 per hour

- d. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- e. Provide sport field and parking lot lighting including the cost of maintenance and operation of lighting systems for ball fields, parking lots and buildings.
- f. Provide turf management including seeding, fertilizing, aerifying, weed control, and mowing. BJLBA is not permitted to provide field maintenance of any type including dragging infields and raking base paths.
- g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BJLBA is not comfortable with resuming play after an all clear is given from a Parks representative, BJLBA may decide to cancel play and that will be communicated on the hotline.
- i. Provide four hitting tunnels. Each tunnel will be divided and consist of two pitching/hitting stations. Parks will be responsible for the demo of the existing batting cages and returning the area into usable green space.
- j. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex. No Parks supervisor will be on-site at Bryan Park. BJLBA is encouraged to provide a Standard 1st aid and CPR certified supervisor at this facility which is open to the public.
- k. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
- l. Provide the services of the Youth Sports Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- m. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.

4. Goals and Duties of BJLBA. The goals of BJLBA are to offer a recreational youth baseball program for the community at large, introduce and publicize BJLBA to the public, and provide programming for children of BJLBA. BJLBA hereby agrees to:

- a. Maintain close contact with the Youth Sports Coordinator and appoint this person as Parks

liaison to BJLBA's policy making board.

- b. Will consider and discuss with BPRD the wear and tear from BJLBA use in regards the depreciation of tunnel netting
 - c. Agree to have each head coach obtain the Babe Ruth Coaching Education program requirements. This is a lifetime certification. BJLBA also agrees to have all adults involved with the program submit to a local and state criminal history check.
 - d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)
 - e. List the Parks and Recreation Department on all publicity and promotional materials developed by BJLBA as a "partner" or "in partnership with." A copy of any promotional materials should be submitted to the Parks and Recreation Department's Youth Sports Coordinator for approval prior to distribution to the public.
 - f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
 - g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BJLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
 - h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to May 1, 2024.
5. **Behavior.** The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
 6. **Parks Review of BJLBA Program.** BJLBA is recognized as having the ability to conduct the youth baseball program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
 7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
 8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Notice and Agreement Representatives.

Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

BJLBA President
Mark Wynalda
(812)381-5971

Bloomington Parks and Recreation
Scott Pedersen
P.O. Box 848
Bloomington, IN 47402
(812) 349-3774

Agreement representatives for the day to day operations and implementation of this agreement shall be:

Mark Wynalda
(812)381-5971

Scott Pedersen
Youth Sports Coordinator
(812) 349-3774

10. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

a. 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/Partner/Agency] of any such termination and the reasons therefore in writing.

11. Insurance and Indemnity. BJLBA shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and BJLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BJLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

12. Non-Discrimination

BJLBA 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. BJLBA 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 BJLBA believes that a COB employee engaged in such conduct towards BJLBA and/or any of its employees, BJLBA or its employees may file a complaint with the City department head in charge of the BJLBA's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The COB takes all complaints of harassment and

discrimination seriously and will take appropriate disciplinary action if it finds that any COB employee engaged in such prohibited conduct.

13. E-Verify

BJLBA 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). BJLBA shall sign an affidavit, attached as Exhibit A, affirming that BJLBA 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.

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

BJLBA

BLOOMINGTON PARKS AND RECREATION

By: _____
Mark Wynalda, President

By: _____
Tim Street, Administrator
Bloomington Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners
Margie Rice

E9A0FAE19B82413...
Margie Rice, Corporation Counsel
City of Bloomington

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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 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 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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

A-14 Agenda item

Admin. Approval: TS
Date: 2/9/24

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: February 27, 2024
SUBJECT: PARTNERSHIP AGREEMENT WITH THE MONROE COUNTY SENIOR
LEAGUE BASEBALL ASSOCIATION

Recommendation

Staff recommends approval of this agreement to provide a youth baseball program at Winslow Sports Complex.

Background

The Monroe County Senior League Baseball Association provides youth baseball for kids ages 13-19. This program serves over 70 players. Practices and games are conducted at the Winslow Sports Complex Monday through Thursday from May until July. Projected revenue is approximately \$4,000.

RESPECTFULLY SUBMITTED,



Scott Pedersen, Youth Sports Coordinator



CITY OF BLOOMINGTON
Parks and Recreation

**COOPERATIVE SERVICE AGREEMENT
PROGRAM PARTNERSHIP**

This Agreement, made and entered into this 27th day of February, 2024, by and between the Bloomington Parks and Recreation Department (“Parks”) and Monroe County Senior League Baseball Association (“MCSLBA”), WITNESSETH:

WHEREAS, both Parks and MCSLBA wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and MCSLBA is in the public interest; and

WHEREAS, there is an apparent need for a youth baseball program, and Parks and MCSLBA desire to cooperate in the provision of a youth baseball program for the general public; and

WHEREAS, MCSLBA is capable to perform such services, and has a proven history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

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

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Purpose of Agreement.** This agreement outlines a program partnership which will combine available resources from each party to allow the Bloomington community to participate in an affordable, effective and diverse youth baseball program designed to introduce beginners to the sport as well as provide for skill advancement.
2. **Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until October 1, 2024, unless terminated earlier as provided herein.
3. **Duties of Parks.** Parks agrees to:
 - a. Allow MCSLBA’s user group access to Winslow Baseball Field #6 in priority category #3 based on the order established by the Board of Park Commissioners:
 1. Parks programs
 2. Monroe County Community Schools Corporation programs
 3. **Partnership programs**
 4. Independent programs
 - b. Allow MCSLBA access to Winslow Baseball Field #6 specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practice (excludes field lining)	\$16.00 per hour
Practice with lights (excludes field lining)	\$20.00 per hour
Weeknight Competition (includes field lining)	\$23.00 per hour
Weekend Competition (includes field lining)	\$25.00 per hour
With on-site maintenance	\$30.00 per hours
All day per field	\$165.00

Bryan Park Field #1 and #2:	
Practice (excludes field lining)	\$10.00 per hour
Competition (includes field lining)	\$12.00 per hour

- c. Allow MCSLBA access to practice on Winslow Field #6 based on availability and at varying rates depending on published prices of this facility.
 - d. Provide facility maintenance, including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
 - e. Provide sport field lighting on field 6 and parking lot lighting, including the cost of maintenance and operation of lighting systems for field 6, parking lots and buildings.
 - f. Provide turf management, including seeding, fertilizing, aerifying, weed control, and mowing. MCSLBA is not permitted to provide field maintenance of any type, including dragging the infield and raking base paths.
 - g. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
 - h. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that MCSLBA is not comfortable with resuming play after an all clear is given from a Parks representative, MCSLBA may decide to cancel play and that will be communicated on the hotline.
 - i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters.
 - j. Provide maintenance staff who shall be assigned to maintain and prepare the facility on a daily basis, as well as additional maintenance support staff as needed to perform other repairs, tasks and services.
 - k. Provide the services of the Youth Sports Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
 - l. Respond to citizen reports (see Section 4.e. below) within 24 hours of receipt.
4. **Goals and Duties of MCSLBA.** The goals of MCSLBA are to offer a youth baseball program for the community at large, introduce and publicize MCSLBA to the public, and provide programming for children of MCSLBA. MCSLBA hereby agrees to:
- a. Maintain close contact with the Youth Sports Coordinator and appoint this person as Parks liaison to the user group's policymaking board.
 - b. Agree to have each head coach obtain the MCSLBA Coaching Education program requirement. This must be done the coach's first year as head coach in the program and is valid for a period of three years. Coaches returning for a fourth or more year(s) must obtain current certification. Agree to have all adults involved with the program submit to a local and state criminal history

check.

- c. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least three weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. (The Winslow Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, Payment must be made by the due date and in a timely manner.)
 - d. List the Parks and Recreation Department on all publicity and promotional materials developed by user group as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Youth Sports Coordinator for approval prior to distribution to the public.
 - e. Any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues will be referred to Parks and Recreation on the designated form within 24 hours of observation. Forms are available through the on-site supervisor or Parks.
 - f. Obtain legally binding liability waivers from all participants, which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that MCSLBA fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
 - g. Name the City of Bloomington as additional insured on its general liability policies and provide Parks with certificate of insurance prior to May 1, 2024.
5. **Behavior.** The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.
6. **Parks Review of MCSLBA Program.** MCSLBA is recognized as having the ability to conduct the youth baseball program MCSLBA fely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior, and service quality issues.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or MCSLBA le of any article is expressly prohibited without a Special Use Permit
8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.
9. **Notice and Agreement Representatives.**
Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

MCSLBA Treasurer
Kyle McAninch
2128 E. Meadowbluff Ct.

Bloomington Parks and Recreation
Scott Pedersen
P.O. Box 848

Bloomington, IN 47401
(812) 322-4005

Bloomington, IN 47402
(812) 349-3774

Agreement representatives for the day-to-day operations and implementation of this agreement shall be:
Patrick Dove
MSCLBA President
834 S. Sheridan
Bloomington, IN 47401

Scott Pedersen
Youth Sports Coordinator
(812) 349-3774

- 10. Termination.** The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to cure the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.
- a. 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/Partner/Agency] of any such termination and the reasons therefore in writing.
- 11. Insurance and Indemnity.** MCSLBA shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and MCSLBA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. MCSLBA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

12. Non-Discrimination

MCSLBA 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. MCSLBA 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 MCSLBA believes that a COB employee engaged in such conduct towards MCSLBA and/or any of its employees, MCSLBA or its employees may file a complaint with the City department head in charge of the MCSLBA's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The COB takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any COB employee engaged in such prohibited conduct.

13. E-Verify

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first stated above.

MCSLBA

BLOOMINGTON PARKS AND RECREATION

By: _____
Patrick Dove, President

By: _____
Tim Street, Administrator

Kathleen Mills, President
Board of Park Commissioners
Margie Rice

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Margie Rice, Corporation Counsel
City of Bloomington

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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 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 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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

A-15 Agenda item

Admin. Approval: TS
Date: 2/9/24

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: February 27, 2024
SUBJECT: WINSLOW SPORTS COMPLEX NORTH AND SENIOR SIDE CONCESSIONS AGREEMENT

Recommendation

Staff recommends approval of this agreement. Deposited funds of \$3,850 would go into 201-18-187202-43110.

Background

The Bloomington Junior League Baseball Association and Monroe County Senior League Baseball Association wishes to operate the Winslow North and Senior Side concessions building owned by The City of Bloomington Parks and Recreation Department. BJLBA and MCSLBA uses profits generated from sales to offset program costs and other related expenditures.

RESPECTFULLY SUBMITTED,



Scott Pedersen, Youth Sports Coordinator



**AGREEMENT
FOR
FOOD AND BEVERAGE CONCESSION
WINSLOW SPORTS COMPLEX - NORTH SIDE & SENIOR SIDE**

This Agreement, entered into this 27th day of February, 2024, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, "Parks") and Bloomington Junior League Baseball Association/Monroe County Senior League Baseball Association (hereinafter, "Concessionaire"),

WITNESSETH:

WHEREAS, Parks owns and operates Winslow Sports Complex (the "Complex") at 2301 South Highland Street, Bloomington, Indiana; and

WHEREAS, the north side and senior side of the Complex contains space and equipment for a food and beverage concession with ice machine; and

WHEREAS, Concessionaire wishes to operate this concession; and

WHEREAS, Concessionaire has a history of operating an inclusive program that serves the needs of the Bloomington community; and

WHEREAS, Concessionaire has a good record of cooperation with Parks.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on April 1, 2024 and end on October 1, 2024.

B. CONCESSIONAIRE'S RESPONSIBILITIES

1. Concession Fee

Concessionaire shall pay Parks a concession fee of Three Thousand Eight Hundred Fifty Dollars (\$3,850). Such fee shall be paid in two installments of One Thousand Nine Hundred Twenty Five Dollars (\$1,925) on or before July 1, 2024, and September 1, 2024.

2. Concession Menu and Pricing

- a. Concessionaire shall furnish Parks a listing of the complete menu and prices of items to be sold at the north side and senior side concession locations by May 1, 2024. Such menu and pricing is subject to the approval of the Parks Administrator.
- b. Soda and Sport drink vending machines are permitted at current level except at such times as Parks may designate, when their availability would conflict with other Parks commitments. Parks will inform Concessionaire of any times beyond those listed in Section C.1. herein when the vending machines must be made inoperable by Concessionaire for the duration of such events.

3. Maintenance of Concession Area

Concessionaire shall keep the serving facility and storage areas, and floors thereof, clean at all times and in such condition that it will pass all public health inspections. Concessionaire shall maintain this area in

compliance with all relevant Parks rules and regulations. Bagged and loose trash shall not be placed at ground level or in the immediate area of doorways. It shall instead be placed in or on top of trash receptacles.

4. Equipment Upkeep

- a. Concessionaire and its employees shall use reasonable care in the operation of the concession equipment provided by Parks, and shall not subject such equipment to abuse or unreasonable wear and tear. Concessionaire shall promptly notify Parks of any damage to, or malfunction of, the equipment. Concessionaire shall not make any improvements or repairs to the facility without approval from Parks.
- b. Concessionaire will operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state, and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

5. Insurance

Concessionaire shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured. Concessionaire shall also maintain Workers' Compensation Insurance as required by Indiana Code 22-3-2 et seq. Concessionaire shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Concessionaire and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

6. Employees

- a. Concessionaire shall employ all personnel necessary for the operation of the food and beverage concession, and shall pay all necessary wages and payroll tax for such employees. Concession attendants must be a minimum of sixteen (16) years of age. Concessionaire shall designate supervisors. Designation of supervisors is subject to the approval of the Parks Administrator.
- b. All attendants and supervisors must secure any necessary documents and examinations required by any and all public health agencies. Concessionaire must verify that these necessary documents and examinations have been secured.
- c. Concessionaire shall take and successfully complete any trainings and certifications as required by the Monroe County Health Department. Concessionaire shall provide proof of successful completion to Parks by May 1, 2024.

7. Recordkeeping

- a. Concessionaire shall designate a treasurer who will keep and maintain books, records and accounts accurately reflecting the expenditure and revenues of the concession. These documents shall be open to inspection at all reasonable times by authorized agents of Parks or the City of Bloomington Controller's Office, such authorization to be given by the Parks Administrator.
- b. Concessionaire shall provide Parks with an annual statement of all financial records pertaining to operation of the concession facilities during the 2024 season.

8. Safety

- a. Concessionaire shall be responsible for implementing reasonable safety measures at the concession, and shall ensure that concession attendants are familiar with and comply with such measures.
- b. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit

- c. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Rules and Regulations

Concessionaire shall abide by all rules and regulations of Parks now in effect, and any rules and regulations which are passed during the term of this Agreement. Concessionaire shall also comply with all local, state and federal laws, including health codes, regarding the operation of the concession and the employment of all personnel.

C. RESPONSIBILITIES OF PARKS

1. Use of Property

- a. Parks shall grant permission for Concessionaire to use a designated area at the north side of the Complex for the operation of the food and beverage concession. Game night access will be one hour before game times.
- b. During the term of this agreement, any non-Concessionaire concessions operations must be approved by Parks.

2. Use of Equipment

Parks shall grant permission to Concessionaire to operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

3. Electricity

Parks shall provide all necessary electricity for operation of the concession.

4. Maintenance

- a. Parks shall perform all general maintenance of the Complex and its facilities. This shall not relieve Concessionaire of the responsibility to maintain the concession area, as outlined in Article B, Section 3.
- b. Upon notification by the Concessionaire, Parks shall repair or replace defective equipment owned by Parks within a reasonable period of time. The decision whether to repair or replace equipment shall be at Parks' discretion. In the event that equipment has been damaged due to Concessionaire's negligence, Parks may elect not to repair or replace such equipment.
- c. The ice machine located in the concession is aged. Parks will not purchase a replacement machine or make repairs outside of initial start-up. Concessionaire may elect to repair or replace the unit at Concessionaire's expense.
- d. Upon notification by Concessionaire, Parks shall repair or rectify, within a reasonable period of time, any defects at the Complex which create health concerns for the concession. Such defects may include, but not be limited to, plumbing malfunctions, leakage, or infestation.
- e. Parks shall not be responsible for food spoilage or other loss resulting from electrical outage or equipment failure, or from other emergency or act of God.

5. Inspections

Parks shall make unscheduled inspections of the concession facility to ensure that facilities and equipment are properly operated and maintained, and that operation is in compliance with the terms of this Agreement. Parks shall request inspections as necessary by the Monroe County Health Department.

6. Invoices

Parks shall invoice Concessionaire for each payment at least thirty (30) days in advance of the due date.

7. Rules and Regulations

Parks shall furnish Concessionaire with a list of the Parks rules and regulations now in effect, and shall inform Concessionaire of any changes or additions to the rules in a timely manner.

D. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION

Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise as a result of the condition of the concession area, or the operation of the concession, including claims for personal injury, property damage, or any other type of claim which might be brought by Concessionaire or by any third party, even if caused by negligence of the releasees.

Concessionaire agrees to assume financial responsibility for the repair or replacement of any concession equipment which is damaged through the negligence of Concessionaire or its employees. The decision to repair or replace damaged equipment shall be at the election of Parks.

E. ASSIGNMENT OF AGREEMENT

Concessionaire shall not assign or sub-contract this Agreement or any of its terms except through prior approval of the Parks Administrator.

F. CHANGE TO AREA; ADVERTISEMENT

Concessionaire shall not:

1. Change the existing layout of the concession area or its equipment; or
2. Post any advertisements in the concession area without prior written approval of the Parks Administrator.

G. BREACH OF AGREEMENT

1. Notice and Time to Cure

In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have twenty (20) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within twenty days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

2. Electricity; Assumption of Operations

If Concessionaire is the breaching party, upon notice of breach and failure to cure, in addition to any other penalty or remedy to which it is entitled, Parks may shut off electricity to the concession area. Alternatively, Parks may take exclusive possession of its concession equipment and the concession area, and may assume or assign operation of the concession.

3. Liquidated Damages for Late Payment

Concessionaire acknowledges that the damages resulting to Parks as a result of late payment of the concession fee would be difficult to ascertain, and that liquidated damages as provided herein are reasonable. If Concessionaire is more than twenty (20) days late in making any scheduled payment to Parks under this Agreement, Parks may assess liquidated damages for late payment of \$100.00 for every month or part thereof that payment is in arrears. Parks shall not be required to comply with the notice and time to cure provisions of Section 1 of this Article in order to assess these liquidated damages.

In the event that late payments are received, Parks shall apply the payments in the following manner: First, to any arrearages; second, to any outstanding liquidated damages; and finally, to any payments presently due.

H. TERMINATION

1. Early Termination

- a. **Termination by mutual agreement:** The parties may terminate this Agreement prior to October 1, 2024 by mutual written agreement. In the event that such mutual agreement occurs, the termination shall be governed by the provisions of Section 3, below, unless the parties agree otherwise in writing.
- b. **Unilateral termination:** In the event that a non-breaching party elects to unilaterally terminate the Agreement under the provisions of Article G, Section 1, any unpaid portion of the concession fee shall become immediately due and owing, and the monthly liquidated damages described in Article G, Section 3 shall be regularly assessed until the annual fee is paid in full. Additionally, Concessionaire shall bear all costs and expenses related to collection of the fee and any liquidated damages, including, but not limited to, reasonable attorney fees.

2. Scheduled Termination

Unless the parties agree to extend the Agreement as set forth in Section 4, below, this Agreement shall automatically terminate on October 1, 2024.

3. Disposition of Facilities Upon Termination

Upon early or scheduled termination, Concessionaire shall vacate the Center concession within three business days. The concession area and all equipment provided by Parks shall be left clean and in good working order. Concessionaire shall remove any and all food and/or supplies and equipment from the concession area other than those items which are the property of Parks.

4. Extension of Agreement

Prior to the scheduled termination of this Agreement, the parties may agree in writing to extend the term of the Agreement for an additional specified period. Concessionaire shall notify Parks of its desire to extend the Agreement on or before October 1, 2024. In the event that the Agreement is extended, Parks may charge a reasonable additional concession fee.

5. COVID-19 Pandemic

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/Partner/Agency] of any such termination and the reasons therefore in writing.

I. MISCELLANEOUS

1. Enforcement

In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to, court costs and reasonable attorney's fees.

2. Waiver

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

3. Notices

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

Parks: Parks and Recreation Department
City of Bloomington
P.O. Box 100

Bloomington, IN 47402
ATTN: Scott Pedersen

Concessionaire: _____

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5. Non-Discrimination

CONCESSIONAIRE 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. CONCESSIONAIRE 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 CONCESSIONAIRE believes that a COB employee engaged in such conduct towards CONCESSIONAIRE and/or any of its employees, CONCESSIONAIRE or its employees may file a complaint with the City department head in charge of the CONCESSIONAIRE’s work, and/or with the City human resources department or the Bloomington Human Rights Commission. The COB takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any COB employee engaged in such prohibited conduct.

6. E-Verify

CONCESSIONAIRE 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). CONCESSIONAIRE shall sign an affidavit, attached as Exhibit A, affirming that CONCESSIONAIRE 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.

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

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

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

CONCESSIONAIRE

CITY OF BLOOMINGTON

Name

Kathleen Mills, President
Board of Park Commissioners

Signature

Tim Street, Park Administrator

DocuSigned by:
Margie Rice

E9A0FAE19B82413...
Margie Rice, Corporation Counsel
City of Bloomington

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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 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 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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

A-16 Agenda item

Admin. Approval: TS
Date: 2/21/24

TO: Board of Park Commissioners
FROM: Steve Cotter, Natural Resources Manager
DATE: February 27, 2024
SUBJECT: B-LINE SIGNAGE AND CROSSWALKS

Recommendation

Staff recommends approval of this contract for \$2766. The contract will be paid from
200-18-189006-53990 - \$743
200-18-189000-53990 - \$2,023

Background

This contract will include:

Painting three crosswalks (B-Line and Convention Ctr. Drive, Grimes Switchyard Park entrance, and B-Link and Walnut)

Painting two "SLOW" pavement markings on the Grimes St. bridge

Installing two "Children at Play" signs on the B-Line near the SYP Playground.

RESPECTFULLY SUBMITTED,



Steve Cotter, Natural Resources Manager

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
OTTO'S PARKING MARKING
FOR
PAVEMENT MARKING AND TRAIL SIGNAGE**

This Agreement, entered into on this 27th day of February 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and OTTO'S PARKING MARKING ("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 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 STEVE COTTER, 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 two thousand seven hundred sixty six dollars (\$2,766.00). 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:

STEVE COTTER
City of Bloomington Parks and Recreation
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	OTTO'S PARKING MARKING
Attn: STEVE COTTER	Attn: DENNIS RADOUX
PO BOX 848	2499 E. MAIN ST.
BLOOMINGTON, IN 47402	GREENWOOD, IN 46143

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

OTTO'S PARKING MARKING

Margie Rice, Corporation Counsel

Steve Sawa, General Manager

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

- Paint three crosswalks (B-Line and Convention Ctr. Drive, Grimes Switchyard Park entrance, and B-Link and Walnut)
- Paint two “SLOW” pavement markings on the Grimes St. bridge
- Install two playground signs on the B-Line near the SYP Pavilion.

EXHIBIT B

“Project Schedule”

The work shall be completed by April 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 _____, 2023.

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 _____, 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: _____

A-17 Agenda item

Admin. Approval: TS
Date: 2/21/24

TO: Board of Park Commissioners
FROM: Crystal Ritter, Community Events Coordinator
DATE: February 27, 2024
SUBJECT: REVIEW AND APPROVAL SHORT SERVICE CONTRACT WITH THE
BLOOMINGTON SYMPHONY ORCHESTRA

Recommendation

Staff recommends the approval of the 2024 Short Service Contract with the Bloomington Symphony Orchestra (BSO) for the performance of concert titled 'There Goes the Sun' scheduled for Sunday, April 7 at 3 p.m. at Switchyard Park. The Bloomington Symphony Orchestra will be paid out of the following accounts: 201-18-186500-53990.

Background

Bloomington is in the path of totality for the solar eclipse that is taking place on Monday, April 8. Bloomington Parks and Recreation (BPRD) is planning special programming for the weekend leading up to the date of the solar eclipse. Bloomington Parks and Recreation has partnered with the Bloomington Symphony Orchestra for nearly 40 years to bring an annual free concert to one of local parks. The Symphony will be arranging a special concert titled 'There Goes the Sun' to celebrate this special occasion. BPRD will pay the BSO \$2,000 for this performance. In the event of inclement weather, this event will be cancelled and will not be rescheduled due to the nature of this concert being tied to the solar eclipse. In the event of cancellation, BPRD will pay the BSO \$1,000 for the arrangement rights for the music, the rehearsal time, and payment of special musicians for this performance.

RESPECTFULLY SUBMITTED,



Crystal Ritter, Community Events Coordinator

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
THE BLOOMINGTON SYMPHONY ORCHESTRA**

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bloomington Symphony Orchestra ("Contractor").

Article 1. Scope of Services Contractor shall provide two 60-minute performances- the first titled 'There Goes the Sun' on Sunday, April 7 at 3 p.m. at Switchyard Park (1600 S. Rogers St., Bloomington, IN 47404); and the second performed on Sunday, August 25 at Switchyard Park ("Services"). Contractor is solely responsible for acquiring the license/rights to any pieces they perform. 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 August 26., 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 Crystal Ritter 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 the 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) for Contractor's April 7, 2024 performance. In the event the April performance is cancelled by the Department, the Department shall pay the Contractor One Thousand Dollars (\$1,000) per the terms outline in Article 6 of this Agreement. The Department is not compensating Contractor for the August performance. Contractor shall submit an invoice to the Department after April 7, 2024. The invoice shall be sent to: Crystal Ritter, 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:

Sunday, April 7- Bloomington Symphony Orchestra solar eclipse themed concert titled 'There Goes the Sun' at Switchyard Park, 1601 S. Rogers St., on the main stage. A sound check will be provided to the symphony starting at 1:30 p.m. The performance shall start promptly at 3 p.m. and last at least 60-minutes in length. All performers shall arrive on site by 1 p.m. Contractor should have no more than 7 cars onsite behind the main stage at any given time. The Contractor shall not block the B-Line Trail or any trail in Switchyard Park with their vehicles. Contractor shall have items removed from the premises by 6:30 p.m. Due to the nature of this performance being connected with the solar eclipse taking place on Monday, April 8, 2024. This performance shall not be rescheduled for a later date due to inclement weather. A rain location is not available for this performance.

The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties. In event of cancellation, Bloomington Parks and Recreation shall pay the Bloomington Symphony Orchestra one thousand (\$1,000.00) to partially cover the Contractor's costs related to the rights to the music, paying performers, and rehearsal time spent preparing this performance.

Sunday, August 25- Bloomington Symphony Orchestra will provide a performance at 7 p.m. at Switchyard Park, 1601 S. Rogers St., on the main stage. A sound check will be provided to the symphony starting at 5:30 p.m. The performance shall start promptly at 7 p.m. and last at least 60-minutes in length. All performers shall arrive on site by 5 p.m.

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 KingSnake Sound Company 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 and 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: Crystal Ritter, 401 N. Morton, Bloomington, IN 47402. **Contractor:** Bloomington Symphony Orchestra, 320 W 8th St #100A, 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 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: 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.

DocuSigned by:
CITY OF BLOOMINGTON

Margie Rice

Margie Rice, Corporation Counsel

CITY OF BLOOMINGTON PARKS AND RECREATION

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President
Board of Park Commissioners

Bloomington Symphony Orchestra

Donna Lafferty, Executive Director

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 _____, 2024.

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 _____, 2024.

Bloomington Symphony Orchestra

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

A-18 Agenda item

Admin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: February 27, 2024
SUBJECT: PARKING AGREEMENT WITH ALL AMERICAN STORAGE

Recommendation

Staff recommends approval of parking agreement with All-American Storage.

Background

All-American storage has offered their parking spaces as an in-kind donation for several Parks events this summer – primarily the solar eclipse and Happy Hours on the Lawn concerts. In return, we have agreed to provide them with Platinum Record Sponsor benefits through the Performing Arts Series – approximately a \$1,200 value. All-American Storage has provided an indemnity agreement that has been reviewed and approved by Legal, as well as a Certificate of Insurance from Risk. Once approved by Park Board, we will return the paperwork to All-American Storage and have access to their parking spaces for our summer events.

RESPECTFULLY SUBMITTED,



Emily Buuck, Community Relations Coordinator

INDEMNITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, The Convention and Visitors Bureau of Monroe County Ind. d/b/a Visit Bloomington, the City of Bloomington, and the City of Bloomington Parks and Recreation Department (collectively, the "Indemnitors") agree to the fullest extent permitted by law to indemnify and hold harmless AFR Partners, LLC, IEC Ventures, LLC, Travis, LLC, Southgreen Partners, LLC, and FC Group, LLC (collectively, the "Indemnitees"), and their respective successors and assigns, from any claim, action, liability, loss, damage or suit, arising from Indemnitor's use of the vacant land located at the 1300-1400 Block of South Rogers, Bloomington, Indiana (the "Property"), for parking related purposes for the Solar Eclipse activities on the dates of April 5th, 2024 through April 9th, 2024. Indemnitors agree to return the Property to the same condition that existed immediately prior to their use, including the removal/towing away of any vehicles left on the Property.

Before the use of the Property, Indemnitors agree to provide Indemnitees with a Certificate of Insurance acceptable to Indemnitees showing limits of liability acceptable to Indemnitees. In no event shall the limits of liability shown on the Certificate of Insurance be construed as the limits of liability under this agreement.

In the event of any asserted claim, Indemnitees shall provide Indemnitors reasonably timely written notice of same, and thereafter Indemnitors shall, at their own expense, defend, protect and hold harmless Indemnitees against said claim or any loss or liability arising thereunder. In the further event Indemnitors should fail to so defend and/or indemnify and hold harmless, then in such instance Indemnitees shall have full rights to defend, pay or settle said claim on their behalf without notice to Indemnitors and with full rights to recourse against Indemnitors for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. Upon default, Indemnitors further agree to pay all reasonable attorney's fees necessary to enforce this agreement.

This Agreement shall be unlimited as to amount or duration, and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. This Agreement shall be construed under and in accordance with the laws of the State of Indiana. Time is of the essence in all matters under this Agreement. In case any provision contained in this Agreement is held invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement constitutes the entire agreement between the parties and may not be amended or modified unless in a writing and executed by the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement binding all of the parties hereto, and that a signature is effective upon receipt of the document containing the original, facsimile, PDF, or electronically generated signature of the party.

Each person executing this Agreement represents and warrants that he or she has full authority to sign on behalf of the party for whom he or she signs, and that this Agreement binds such party.

INDEMNITOR

THE CONVENTION AND VISITORS BUREAU
OF MONROE COUNTY, INC. d/b/a
VISIT BLOOMINGTON

Date: _____

By: _____

Printed Name, Title

INDEMNITOR

CITY OF BLOOMINGTON AND THE CITY OF
BLOOMINGTON PARKS AND RECREATION
DEPARTMENT

Date: _____

By: _____

Margie Rice, Corporation Counsel, City of Bloomington

By: _____

Tim Street, Director, Parks and Recreation Department

By: _____

Kathleen Mills, Board of Park Commissioners

INDEMNITEE

AFR PARTNERS, LLC

Date: _____:

By: _____

Tim J. Mitchell, Member

INDEMNITEE

IEC VENTURES, LLC

Date: _____:

By: _____

Tim J. Mitchell, Member

[Signatures continued on next page]

INDEMNITEE

TRAVIS, LLC

Date: _____:

By: _____
Tim J. Mitchell, Member

INDEMNITEE

SOUTHGREEN PARTNERS, LLC

Date: _____:

By: _____
John W. Bender, Member

INDEMNITEE

FC GROUP, LLC

Date: _____:

By: _____
Tim J. Mitchell, Member

A-19 Agenda item

Admin. Approval: TS
Date: 2/15/24

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: February 27, 2024
SUBJECT: MC-IRIS 2024 PARTNERSHIP AGREEMENT (revised version)

Recommendation

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

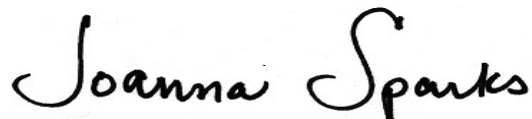
Background

Note this is an updated version of the MC-IRIS Partnership Agreement approved by the Park Board in December. The revision includes an updated E-Verify Form created for non-profits with zero employees (see Exhibit A).

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 4000 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, Urban Greenspace Manager



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of _____ 2024 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

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

MC-IRIS

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 does not currently have any employees, and is therefore not subject to the E-Verify requirements. Should MC-IRIS acquire or intend to acquire employees during the duration of this Agreement, MC-IRIS shall sign up for and use E-Verify, pursuant to federal law. MC-IRIS shall not knowingly employ an unauthorized alien under this Agreement, and 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 Agreement 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, Director
Bloomington Parks and Recreation

DocuSigned by:
Margie Rice
E9A0FAE19B82413...

Margie Rice, Corporation Counsel

EXHIBIT A

**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: _____

B-1 Agenda item

Admin. Approval: TS
Date: 2/2/24

TO: Board of Park Commissioners
FROM: Emily Buuck, Community Relations Coordinator
DATE: February 27, 2024
SUBJECT: BRAVO AWARD – DAVE AND SHERRIE EVERTON

Recommendation

Staff recommends Dave and Sherrie Everton for the February Bravo Award.

Background

I'd like to share the following from Bill Ream, who has worked with Dave and Sherrie at various community events for the past several years: A few years ago, the Community Events staff took over coordinating a couple of events at the Frank Southern Ice Arena including the Skate with Santa event. When we started planning for our first Skate with Santa event, I was a little nervous because while I look a little like Santa, I definitely can't ice skate! I wasn't sure how we would recruit someone that could both be Santa and ice skate at the same time. After meeting with the ice arena staff, my fears were resolved because there was already a Santa and Mrs. Claus who volunteered for the event. Those volunteers were Dave and Sherrie Everton who have done an amazing job at this event for several years. Dave skates with the kids at the event and interacts with them in the lobby and is always available for photos. While Sherrie doesn't skate, she is equally important at the event as she interacts with almost everyone that comes to the event and of course hands out cookies as Mrs. Claus! Two years ago when the Holiday Market needed someone to be Santa, Dave and Sherrie were the first people we thought to ask. They of course agreed to help with the event and have continued their amazing work as Santa and Mrs. Claus! Last year, they offered to be Santa and Mrs. Claus at a third event for the department so of course we were excited to have them. The Sensory Santa event was a much more low-key but equally important event since it provided children with special needs the opportunity to meet Santa in a quiet and safe environment without all of the distractions of a traditional visit with Santa. As always, Dave and Sherrie did an amazing job at this event! We want to thank and recognize Dave and Sherrie Everton for all their hard work at our community events and for the literally thousands of kids and families that they have interacted with over the years as Santa and Mrs. Claus!

RESPECTFULLY SUBMITTED,



Emily Buuck, Community Relations Coordinator

B-3 Agenda item

Admin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Caleb Poer, Digital Content Coordinator
DATE: February 27, 2024
SUBJECT: STAFF INTRODUCTION CALEB POER

Recommendation

This report is for the information of the Board.

Background

My journey with parks began when I was 15 years old, stepping onto the hot concrete of Bryan Park Pool for my first training shift as a lifeguard. It marked the beginning of my connection to the community, and considerably shaped my future endeavors.

I lived just over 30 minutes away from town, so Parks was synonymous with Bloomington to me. I had the fortune of spending countless spring and summer days bouncing between the baseball fields and the pool. Then transitioning to the Twin Lakes Recreation Center (we called it the SportsPlex then) for basketball as the weather chilled. Parks was the landscape of countless of my childhood memories.

In the fall after my summer as a lifeguard, I found myself in a pivotal moment. It was my first major confrontation. A group of students paraded through the hallways with confederate flags draped across their shoulders, spreading bigotry and hatred. Outraged, I gathered students who also wanted to address the school administration about it. We received pushback, so instead, we organized. Our collective voice led to the banning of the Confederate flag from all district schools. The experience deepened my passion for meaningful impact in our community, a passion that remains within me today.

I returned to Parks in 2021, sharing the ravenous desire for normalcy that seemed to be present among everyone. I embraced the challenge. I had finished my second year of college at Indiana University where I was studying Political Science and Communications. I was now one of the oldest employees. My seniority came with responsibility and an expectation of leadership. That summer and the one following I found success in this endeavor, I happily watched families make the same memories I had made.

My time in college led me to roles in the digital space where I learned skills in social media management, graphic design, photography, video editing, and community building. I am excited to leverage these skills and contribute to our shared mission. When I'm not working, you can find me painting, playing with my dog Malia, volunteering at the IFell Building, or unwinding with some friends over some takeout.

I'm looking forward to getting to know each and every one of you, and I'm excited for the opportunity to make a positive impact within our community through Parks and Recreation.

RESPECTFULLY SUBMITTED,

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

Caleb Poer, Digital Content Creator

January 2024

B-3 Agenda item

Admin. Approval: TS
Date: 2/27/24

TO: Board of Park Commissioners
FROM: Chloe Meredith, Natural Resource Intern
DATE: February 27, 2024
SUBJECT: STAFF INTRO- NATURAL RESOURCES INTERN

Recommendation

This report is for the information of the Board.

Background

Chloe Meredith is a fourth year student at Indiana University. She is pursuing a degree in Parks, Recreation, and the Outdoors through the School of Public Health. In her degree program, Chloe enjoyed courses that went out into the field for immersive learning including Natural History and Field Ecology, Introduction to Interpretation, and Introduction to Outdoor Leadership. She has previous work experience in the outdoor industry including trail maintenance, interpretation, and invasive species management. Chloe is passionate about accessibility in the outdoors as she views nature to be a vital component of life.

With her degree and work experience, Chloe hopes to make a positive impact on people's relationships and knowledge of nature. Chloe is enjoying her role as the Natural Resource Intern for the Parks and Recreation Department and is eager to continue promoting and assisting at community events, developing educational opportunities, researching accessible all-terrain wheelchairs to use during Nature Day programs, and designing a future interpretive sign for Griffy Lake Nature Preserve. In her free time, Chloe enjoys hiking, being with loved ones, and learning more about the world around her.

RESPECTFULLY SUBMITTED,



Chloe Meredith, Natural Resource Intern

B-3 Agenda item

Admin. Approval: TS
Date: 2/22/24

TO: Board of Park Commissioners
FROM: Claudia Westhafer, Community Relations Intern
DATE: February 27, 2024
SUBJECT: STAFF INTRODUCTION CLAUDIA WESTHAFER

Recommendation

This report is for the information of the board.

Background

My name is Claudia Westhafer, and I have recently accepted an internship with the Parks and Recreation department. I am a senior at IU studying Public Relations. Before working with the community relations team, I worked as a farmers' market leader and staff assistant for two summers. I have thoroughly enjoyed my time with Bloomington Parks and Recreation and look forward to being a part of this team and furthering my professional experience.

RESPECTFULLY SUBMITTED,

Claudia Westhafer

Claudia Westhafer

B-3 Agenda item

Admin. Approval: TS
Date: 2/20/24

TO: Board of Park Commissioners
FROM: Payton Poulston, Health/Wellness intern
DATE: February 27, 2024
SUBJECT: Staff report – Health/Wellness intern

Recommendation

This report is for the information of the Board.

Background

Payton Poulston is a senior at Indiana University studying Community Health in the School Of Public Health. She is joining Parks and Recreation as a health and wellness intern to help with community events and promoting them on social media. Payton is excited to use what she has learned the past four years at Indiana University to help with Parks and Recreation initiatives, as well as learn about what goes on behind the scenes to maintain a healthy community.

RESPECTFULLY SUBMITTED,

Payton Poulston, Health/Wellness intern

C-1 Agenda item

Admin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: February 27, 2024
SUBJECT: GREEN DRAGON LAWCARE, INC 2024 CONTRACTUAL MOWING AT TWENTY BPR PRIMARY LOCATIONS

Recommendation

Staff recommends the approval of this contract with Green Dragon Lawncare, INC. for contractual mowing and trimming services at twenty primary locations during 2024, for an amount not to exceed \$108,405.00. Funding source: 200-18-189500-53990

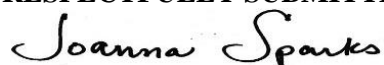
Background

This contract is for mowing and trimming services in 2024 at twenty Bloomington Parks and Recreation properties (see list of Primary Locations below). Green Dragon Lawncare was awarded this contract because they met all the qualifications in the RFQ packet and they were the lowest bidder for the Primary Locations in the RFQ. Also, their performance over the past nine years has been satisfactory and they are very responsive to feedback.

Primary Mowing and Trimming Locations:

Banneker Community Center
Building Trades Park
Crestmont Park
Ferguson Dog Park
Frank Southern Ice Arena
Highland Village Park
Latimer Woods
Miller-Showers Park
Mills Pool
Park Ridge East Park
Park Ridge Park
Peoples Park
RCA Community Park
Rev. Ernest D. Butler Park
Schmalz Farm Park
Seminary Park
Southeast Park
Waldron, Hill, & Buskirk Park (includes BPD & AJB)
Winslow Sports Complex
Winslow Woods Park

RESPECTFULLY SUBMITTED



Joanna Sparks, Urban Greenspace Manager

January 2024

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
GREEN DRAGON LAWN CARE, LLC
FOR
CONTRACTUAL MOWING SERVICES AT PRIMARY LOCATIONS**

This Agreement, entered into on this _____ day of _____ 2024, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and GREEN DRAGON LAWN CARE, 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 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 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 One Hundred Eight Thousand Four Hundred Five Dollars and Zero Cents (\$108,405.00). 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:

Joanna Sparks
City of Bloomington Parks and Recreation
401 North Morton Street, Suite #250
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	Green Dragon Lawncare, INC.
Attn: Joanna Sparks	Attn: Brian Obery
401 North Morton Street, Suite #250	PO Box 296
Bloomington, In 47402	Clear Creek, IN 47426

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. 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.

Article 29. Living Wage Ordinance. Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” are 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 is determined to be a covered employer under the LWO, and 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

Margie Rice

E9A0FAE19B82413...
Margie Rice, Corporation Counsel

Green Dragon Lawncare, INC.

Brian Obery, Owner

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Primary Mowing and Trimming Locations:

Banneker Community Center
Building and Trades Park
Crestmont Park
Ferguson Dog Park
Frank Southern Ice Arena
Highland Village Park
Latimer Woods
Miller-Showers Park
Mills Pool
Park Ridge East Park
Park Ridge Park
Peoples Park
RCA Community Park
Rev. Ernest D. Butler Park
Schmalz Farm Park
Seminary Park
Southeast Park
Waldron, Hill, & Buskirk Park (includes BPD & AJB)
Winslow Sports Complex
Winslow Woods Park

Standard of Care:

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e., tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall immediately be collected and disposed of properly by the Contractor. All litter and woody debris collected in regard to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically, the amount of litter and woody debris is minimal, and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the Urban Greenspace Manager or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extent (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement is in question, the Urban Greenspace Manager or their designee will make the final determination.
4. Grass shall be cut to a height of three (3”) to five (5”) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.

5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line. *(Note: herbicide usage by the Contractor is prohibited (see #15)).*
7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed immediately by the Contractor.
9. Contractor's equipment shall not be permitted in any landscaped/mulched beds or any non-turf areas of any type. This includes traversing the beds/areas while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be mechanically edged to remove any overgrowth of turf and/or weeds. *Note: herbicide usage by the Contractor is prohibited (see #15).* Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. **Parking lot curbs and street edges are expected to be maintained regularly.**
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on slopes or areas where damage to the turf might result. Work in these areas shall be rescheduled when dry conditions permit or be string-trimmed to prevent damage to the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.
14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.
15. No use of herbicides around playgrounds, swimming pools, shelters, or dog park enclosures will be permitted. *Requests to utilize herbicide in any other areas must be submitted in writing to the Urban Greenspace Manager or their designee and require a minimum of two weeks for review.* See Section 6 - the Bloomington Parks and Recreation Department IPM Plan for more information.
16. If the Contractor notices any vandalism or damage of any kind to turf, trees, bushes, or any amenity located in the park area or within the extent of any contractually mowed area, they shall be reported to the Urban Greenspace Manager or their designee, as soon as possible.
17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the Urban Greenspace Manager, Urban Forester, or their designee.
18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least twelve (12") inches from the base of all trees. See Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in connection with the contracted work. The Contractor shall provide sufficient operators and equipment to ensure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupational Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc., shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the Urban Greenspace Manager, or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance and perform all mowing services in a safe manner and with courtesy to the recreating public. The Urban Greenspace Manager or their designee and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees to perform the work specified in this Agreement. The Contractor shall assume sole responsibility for their employees' performance and address any concerns promptly and to the satisfaction of the Urban Greenspace Manager or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the Urban Greenspace Manager or their designee may issue directives and who shall accept and act upon such directives. It is the Contractor's responsibility to provide the Urban Greenspace Manager with current contact information for the person in charge of its work.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50') feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws, and ordinances shall be strictly observed. The Urban Greenspace Manager or their designee will require the Contractor to immediately discontinue all hazardous work practices upon verbal or written notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

E. Default for Unacceptable Conditions

Should an inspection by the Urban Greenspace Manager or their designee reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The Urban Greenspace Manager or their designee, at the time of the first incident, shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.
3. A third unacceptable condition or a violation of the terms and conditions of the Agreement may result in termination of the Agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Each instance of damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be paid in full in one of two ways: by reduction in the monthly contractual payment or payment to the Tree Fund. At the Contractor's request, the Urban Greenspace Manager will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor, Urban Greenspace Manager, and the Urban Forester would determine and document any damage that already exists prior to the Contractor beginning work.

EXHIBIT B

“Project Schedule”

1. The time period for these services shall begin on or about April 1, 2024 and terminate on or about November 1, 2024.
2. Work performed by the Contractor shall involve *approximately* twenty-seven (27) weekly mowing cycles and *approximately* seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the Urban Greenspace Manager or their designee. Typically, they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the Urban Greenspace Manager or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. The Contractor shall communicate with the Urban Greenspace Manager or their designee regarding hours, schedules, and any other conditions affecting the performance of the work.
6. The Contractor may perform the work at any time or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
7. The Urban Greenspace Manager or their designee may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least 24 hours prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

**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
Ge

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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-2 Agenda item

Admin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: February 27, 2024
SUBJECT: 4 U LAWN AND LANDSCAPE, LLC 2024 CONTRACTUAL MOWING AT SIXTEEN BPR ALTERNATE LOCATIONS

Recommendation

Staff recommends the approval of this contract with 4 U Lawn and Landscape, LLC for contractual mowing and trimming services at sixteen alternate locations during 2024, for an amount not to exceed \$23,085.00. Funding source: 200-18-189500-53990

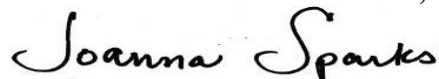
Background

This contract is for mowing and trimming services in 2024 at sixteen Bloomington Parks and Recreation managed properties (see list of Alternate Locations below). 4 U Lawn and Landscape, LLC was awarded this contract because they met all the qualifications in the RFQ packet and they were the lowest bidder for the Alternate Locations in the RFQ.

Alternate Mowing and Trimming Locations:

4th Street & Dunn Street Parking Lot
6th Street & Lincoln Street
7th Street & Morton Street
College Mall Road & Moores Pike (NE Corner)
Dodds Street Triangle Median Islands (2)
Kirkwood Avenue & North Adams Street (SW corner)
McDoel Gardens
Patterson Drive
Polly Grimshaw Trail
South Sare Road and East Rhorer Road, NE corner
South Sare Road Medians (6)
South Sare Road (Eastside Wall)
South Sare Road (West Side Hill)
SR 46 Median Islands
West 8th Street, Adams Street, & Vernal Pike
Winslow Road, Rogers Road, High Street Roundabout

RESPECTFULLY SUBMITTED,



Joanna Sparks, Urban Greenspace Manager

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
4 U LAWN AND LANDSCAPE, LLC
FOR
CONTRACTUAL MOWING SERVICES AT ALTERNATE LOCATIONS**

This Agreement, entered into on this _____ day of _____ 2024, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and 4 U LAWN AND LANDSCAPE, LLC (“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 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 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 Three Thousand Eighty Five Dollars and Zero Cents (\$23,085.00). 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:

Joanna Sparks
City of Bloomington Parks and Recreation
401 North Morton Street, Suite #250
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	4 U Lawn and Landscape, LLC
Attn: Joanna Sparks	Attn: Chris Underwood
401 North Morton Street, Suite #250	6372 E. Cox Drive
Bloomington, In 47402	Bloomington, IN 47408

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. 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.

Article 29. Living Wage Ordinance. Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” are 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 is determined to be a covered employer under the LWO, and 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

4 U Lawn and Landscape, LLC

Margie Rice, Corporation Counsel

Chris Underwood, Owner

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Alternate Mowing and Trimming Locations:

4th Street & Dunn Street Parking Lot
6th Street & Lincoln Street
7th Street & Morton Street
College Mall Road & Moores Pike (NE Corner)
Dodds Street Triangle Median Islands (2)
Kirkwood Avenue & North Adams Street (SW corner)
McDoel Gardens
Patterson Drive
Polly Grimshaw Trail
South Sare Road and East Rhorer Road, NE corner
South Sare Road Medians (6)
South Sare Road (Eastside Wall)
South Sare Road (West Side Hill)
SR 46 Median Islands
West 8th Street, Adams Street, & Vernal Pike
Winslow Road, Rogers Road, High Street Roundabout

Standard of Care:

A. Technical Specifications

1. Prior to mowing, the Contractor shall inspect the property and remove all litter and woody debris (i.e., tree limbs, sticks, etc.) within the mowing area and dispose of it properly. If in the course of mowing, trash is overlooked and shredded by mowers, it shall immediately be collected and disposed of properly by the Contractor. All litter and woody debris collected in regard to mowing services shall be disposed of off-site by the Contractor in a manner and place to ensure that no city, county, or state ordinances or laws are violated.
2. Typically, the amount of litter and woody debris is minimal, and the removal by the Contractor shall be considered within the scope of the Agreement. If the Contractor encounters a situation where an excessive amount of time would be required to clean up the site, the Contractor shall contact the Urban Greenspace Manager or their designee, who will assign City staff to assist with the cleanup of the site.
3. If a question arises over where the extent (dimensions, scale, property boundaries, etc.) of mowing work under the Agreement is in question, the Urban Greenspace Manager or their designee will make the final determination.
4. Grass shall be cut to a height of three (3”) to five (5”) inches. All turf areas shall be mowed as needed so that no more than one-third (1/3) of the leaf blades are removed per mowing.
5. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut.
6. All fences (chain link, wood, etc.) require complete removal of vegetation from beneath the fence line. *(Note: herbicide usage by the Contractor is prohibited (see #15).*

7. The frequency of mowing should allow clippings to remain on site, but any windrow or clumping that occurs or clippings that remain on the surface which would be harmful to the turf, or unsightly, must be removed and/or disposed of by the Contractor.
8. Care should be taken not to allow grass clippings to cover sidewalks, mulch beds, infields, playground safety surfaces, etc. Any clippings that cover these areas must be removed immediately by the Contractor.
9. Contractor's equipment shall not be permitted in any landscaped/mulched beds or any non-turf areas of any type. This includes traversing the beds/areas while moving equipment from one area to another.
10. Concrete curbs and sidewalks shall be mechanically edged to remove any overgrowth of turf and/or weeds. *Note: herbicide usage by the Contractor is prohibited (see #15).* Timing is critical for this activity, as the parking lots fill up with vehicles at different times based on park activities. **Parking lot curbs and street edges are expected to be maintained regularly.**
11. Areas under construction will be cut as much as possible and upon completion of the construction, the Contractor will complete the cutting required in the construction area.
12. During wet periods, the Contractor should avoid utilizing equipment on slopes or areas where damage to the turf might result. Work in these areas shall be rescheduled when dry conditions permit or be string-trimmed to prevent damage to the turf.
13. The Contractor will arrange to keep sidewalks and trails open at all times. Normal mowing operations do not constitute a closure of a trail or sidewalk. Parking vehicles, trailers, or equipment on a sidewalk or trail is considered a closure of it and is not permitted.
14. All elements of the mowing and trimming cycle at an individual location shall be completed the same day they are started. No partial mowing will be allowed unless inclement weather forces delay. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions allow.
15. No use of herbicides around playgrounds, swimming pools, shelters, or dog park enclosures will be permitted. *Requests to utilize herbicide in any other areas must be submitted in writing to the Urban Greenspace Manager or their designee and require a minimum of two weeks for review.* See Section 6 - the [Bloomington Parks and Recreation Department IPM Plan](#) for more information.
16. If the Contractor notices any vandalism or damage of any kind to turf, trees, bushes, or any amenity located in the park area or within the extent of any contractually mowed area, they shall be reported to the Urban Greenspace Manager or their designee, as soon as possible.
17. No tree limbs, other than those already fallen to the ground, shall be removed, trimmed, or cut without permission of the Urban Greenspace Manager, Urban Forester, or their designee.
18. Extreme caution is to be used when mowing and trimming around trees. Mower decks are to remain at least twelve (12") inches from the base of all trees. See Section G. Default for Unacceptable Conditions for more details on the consequences of tree damage.

B. Provision of Labor, Tools and Equipment.

The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in connection with the contracted work. The Contractor shall provide sufficient operators and equipment to ensure the timely completion of each mowing cycle. All equipment that is to be used on the job site must be safe and in good working order. Equipment used must have safety features and accessories as required by the Occupational Safety and Health Agency (OSHA) regulations and laws. Safety devices, guards, etc., shall be in good working order and shall not be removed or altered.

At any time during the term of the contract, the Urban Greenspace Manager, or their designee, has the right to inspect all equipment and materials used in carrying out the terms of the contract. Any equipment or material that does not comply with the terms of the Agreement may be rejected by the City of Bloomington.

C. Personnel

The Contractor's personnel shall, at all times, present a neat appearance and perform all mowing services in a safe manner and with courtesy to the recreating public. The Urban Greenspace Manager or their designee and the Contractor will each be promptly notified by the other of any complaints received from members of the public. The Contractor shall utilize competent employees to perform the work specified in this Agreement. The Contractor shall assume sole responsibility for their employees' performance and address any concerns promptly and to the satisfaction of the Urban Greenspace Manager or their designee.

Contractor shall have a competent person in charge of its work at all times to whom the Urban Greenspace Manager or their designee may issue directives and who shall accept and act upon such directives. It is the Contractor's responsibility to provide the Urban Greenspace Manager with current contact information for the person in charge of its work.

D. Safety

Mower decks shall be disengaged and string trimmers pulled up from work and allowed to idle whenever a member of the public is within fifty (50') feet of the equipment. Contractor will shut off mower, or any motorized hand equipment, if approached by a member of the public. Rotation of string trimmers and the discharge chutes of mowing equipment shall always be directed away from the street and/or members of the public. Discharge chutes on mowing equipment shall be down and in place while mowing.

The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions and all applicable OSHA safety rules, laws, and ordinances shall be strictly observed. The Urban Greenspace Manager or their designee will require the Contractor to immediately discontinue all hazardous work practices upon verbal or written notice.

It is the Contractor's responsibility to provide all necessary safety equipment to their employees. The Contractor's personnel will adhere to all applicable OSHA standards, laws, and ordinances with regards to the use of personal protection equipment, such as safety glasses, hearing protection, clothing, and footwear.

E. Default for Unacceptable Conditions

Should an inspection by the Urban Greenspace Manager or their designee reveal that the Contractor's work results in any unacceptable maintenance condition:

1. The Urban Greenspace Manager or their designee, at the time of the first incident, shall call a meeting with the Contractor to review the concern.
2. Should a second unacceptable concern develop, a second meeting will be held and a written letter of warning documenting the concern issued.

3. A third unacceptable condition or a violation of the terms and conditions of the Agreement may result in termination of the Agreement.

In the event the City of Bloomington has to take action to correct an unacceptable condition, the cost incurred by the City will be deducted from any payments due to the Contractor. The Contractor shall not be liable for any increased cost if failure to perform the contract arises out of any cause beyond his/her control and without his/her fault or negligence.

If property, other than a tree or shrub, is damaged resulting from the Contractor's negligence and has to be repaired or replaced by the City of Bloomington, the Contractor may be required to repair or replace same at the Contractor's own expense or reimburse the City for the cost of the repairs or replacement.

Any damage caused to the bases of trees or shrubs caused by the Contractor's equipment is strictly prohibited and will be investigated. Each instance of damage as a result of the Contractor's negligence shall result in a penalty of seventy-five dollars (\$75.00) multiplied by the diameter of the tree or shrub in inches. This penalty shall be paid in full in one of two ways: by reduction in the monthly contractual payment or payment to the Tree Fund. At the Contractor's request, the Urban Greenspace Manager will accompany the Contractor for an inspection of mowing sites specified in the contract documents prior to the first mowing cycle. During this inspection, the Contractor, Urban Greenspace Manager, and the Urban Forester would determine and document any damage that already exists prior to the Contractor beginning work.

EXHIBIT B

“Project Schedule”

1. The time period for these services shall begin on or about April 1, 2024 and terminate on or about November 1, 2024.
2. Work performed by the Contractor shall involve *approximately* twenty-seven (27) weekly mowing cycles and *approximately* seven (7) monthly cycles during the Agreement.
3. Frequency of mowing cycles will be at the discretion of the Urban Greenspace Manager or their designee. Typically, they will be every seven (7) to ten (10) days, depending on weather conditions.
4. No guaranteed minimum or maximum number of mowing cycles is either stated or implied. At their discretion, the Urban Greenspace Manager or their designee, reserve the right to increase, suspend, or cancel any part of the mowing and trimming contract. The cancellations can be for a specific location or all locations.
5. The Contractor shall communicate with the Urban Greenspace Manager or their designee regarding hours, schedules, and any other conditions affecting the performance of the work.
6. The Contractor may perform the work at any time or on any day(s) of the week, except where prohibited by City of Bloomington noise ordinances or at such times that it would be unsafe to operate mowing equipment due to the presence of the recreating public. The City of Bloomington Noise Ordinance can be found at: <http://bloomington.in.gov/noise>
7. The Urban Greenspace Manager or their designee may require that the Contractor alter their mowing schedule to prevent a conflict with a special event scheduled for any location. Notice will be given to the Contractor at least 24 hours prior to the date of the event. The Contractor may alter the mowing schedule to prevent conflicts with the public without giving prior notice to the City.

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 _____, 2024.

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 _____, 2024.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-3 Agenda item

Admin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Joanna Sparks, Urban Greenspace Manager
DATE: February 27, 2024
SUBJECT: ECO LOGIC, LLC PRAIRIE MANAGEMENT AT ROGERS FAMILY PARK

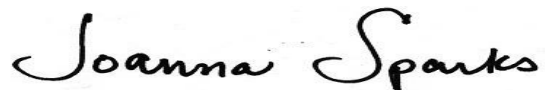
Recommendation

Staff recommends approval of this contract with Eco Logic, LLC to perform prairie management activities at Rogers Family Park for an amount not to exceed \$6,091.26. Funding source: 200-18-189500-53990

Background

Eco Logic, LLC was selected for this contract because they are a local ecological restoration company with over twenty years of experience in native prairie installation and maintenance. They designed the initial installation and were the subcontractor that installed and maintained this 3.6 acre prairie as part of the Rogers Farm Park project (2022 – 2023). They have been successfully performing this type of prairie management for the Parks Department at Miller-Showers Park since 2018.

RESPECTFULLY SUBMITTED,



Joanna Sparks, Urban Greenspace Manager

**STANDARD CONTRACT
BETWEEN
CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
ECO LOGIC, LLC
FOR
PRAIRIE MANAGEMENT AT ROGERS FAMILY PARK**

This Agreement, entered into on this _____ day of _____ 2024, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and ECO LOGIC, LLC (“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 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 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 Six Thousand Ninety One Dollars and Twenty Six Cents (\$6,091.26). 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:

Joanna Sparks
City of Bloomington Parks and Recreation
401 North Morton, Suite #250
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	Eco Logic, LLC
Attn: Joanna Sparks	Attn: Spencer Goehl
401 North Morton, Suite #250	8685 West Vernal Pike
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

DocuSigned by:
Margie Rice
E9A0FAE19B82413

Margie Rice, Corporation Counsel

ECO LOGIC, LLC

Spencer Goehl, Owner

Tim Street, Director
Parks and Recreation Department

Kathleen Mills, President,
Board of Park Commissioners

EXHIBIT A

“Scope of Work”

The Services shall include the following:

Project summary:

This proposal is for pollinator habitat maintenance of the recently remediated prairie areas (approx. 3.6 acres) at Roger’s Family Park. These parcels are adjacent to the newly constructed shelter and paved trails. Map included. Eco Logic was subcontracted under Scenic Construction for the installation and one-year warranty maintenance that expired in 2023. Warranty seeding occurred in winter 2023-2024.

Proposed timeline and activities:

APRIL-JUNE: Foliar Treatment broadleaf on cool season herbaceous weeds, such as teasel, sweet clovers, and tall fescue.

JUNE-AUGUST: Mowing of all newly seeded areas to reduce annual weeds pressure and to manage Canada goldenrod presence.

AUGUST-OCT: Selective foliar treatment and selective brush cutting on herbaceous weeds and invasive species. Cut-stump treatment on woody plants.

Proposal Price: \$ 6,091.26*

*All herbicide treatment to be performed by OISC Certified applicators.

Roger's Family Park: Newly seeded prairie area – 3.6 acres



EXHIBIT B

“Project Schedule”

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.

C-4 Agenda itemAdmin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Hsiung Marler, Recreation Facilities General Manager
DATE: February 27, 2024
SUBJECT: PARTNERSHIP AGREEMENT WITH CENTERSTONES

Recommendation

Staff recommends approval of the partnership agreement with Centerstone for contractual services to provide employees to serve on the parks maintenances crews and as Switchyard Park restroom monitors for an amount not to exceed \$120,000.

Funding sources for this partnership program are:

- Park Maintenance Crew: 200-18-189000-53990 – \$40,000
- Switchyard Park Restroom Monitors: 200-18-189006-53990 – \$80,000

Background

Parks began a partnership with Centerstone in 2017 with a focus on the high volume parks in the downtown area including Seminary Park, Peoples Park, Building Trades Park and Rev. Ernest D. Butler Park. 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. Due to the changing needs of the Parks Department the Golf course and landscaping operation area will not be using Centerstone in 2024.

Due to the successful history of this partnership the department would like to continue a contractual working relationship with Centerstone. Centerstone will invoice the department at a rate of \$15.75/hour, not including FICA, for clients who work in the program. Each of the areas will provide training, equipment and general oversight of the designated locations to ensure they are maintained to the high standard under which the department operates.

2024 Schedules for staffing**Park maintenance crew:**

April 5 through Nov 1

8:00 a.m. – 2:00 p.m. 2 employees and 1 supervisor,

Friday – Monday

Switchyard Park restroom monitors:

January 1 through April 30 (Off Season):

9:00 a.m. - 1:30 p.m. 1 supervisor

1:30 p.m. - 6:00 p.m. 1 supervisor

7 days a week

May 1 through September 30 (In-Season):

9:00 a.m. - 2:30 p.m. 1 supervisor

2:30 p.m. - 8:00 p.m. 1 supervisor

2:30 p.m. - 8:00 p.m. 1 employee

7 days a week

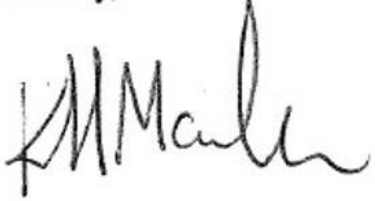
Oct 1 through December 31 (Off Season):

9:00 a.m. - 1:30 p.m. 1 supervisor

1:30 p.m. - 6:00 p.m. 1 supervisor

7 days a week

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "H Marler". The signature is written in a cursive style with a large initial "H" and a long, sweeping underline.

Hsiung Marler, Recreation Facilities General Manager

January 2024



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of _____ 2024, by and between the City of Bloomington Parks and Recreation Department (“Parks”) and Centerstone of Indiana, Inc. (“Centerstone”).

WHEREAS, Centerstone desires to hire their clients to create a park maintenance crew and Switchyard Park restroom monitors; and

WHEREAS, Parks desires to contract with Centerstone to have Centerstone’s park maintenance crew and Switchyard Park restroom monitors perform certain Services for Parks; and

WHEREAS, Centerstone is qualified to perform such services for Parks; and

WHEREAS, Parks 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 Centerstone clients to work for Centerstone in Parks locations 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, 2024 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

3.1 The goal of Parks is to provide well-maintained, clean, and safe parks for the community to enjoy.

3.2 Parks 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.

2. Under the direction of the Recreation Facilities General Manager or designee, Switchyard Park restroom monitors will clean and monitor the police substation restroom, spray pad restrooms, and pick up litter in the park.
3. Provide on-site training for the Centerstone supervisors that oversee the park maintenance crew and Switchyard Park restroom monitors.
4. Provide maintenance equipment and supplies necessary to function of the park maintenance crew and Switchyard Park restroom monitors.
5. Provide personal protection equipment for the park maintenance crew and Switchyard Park restroom monitors.
6. Pay Centerstone invoiced amounts for labor costs of the Parks seasonal employment program related to the park maintenance crew and Switchyard Park restroom monitors.

4.0 Centerstone:

4.1 The goal of Centerstone is to conduct an employment placement program for general park maintenance.

4.2 Centerstone agrees to:

1. Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews.
2. Carry workers compensation insurance, unemployment insurance, and offer the employees medical insurance, when required by law.
3. Provide the following number of employees per area:
 - Park maintenance crew:
 - April 5 through Nov 1
8:00 a.m. – 2:00 p.m. 2 employees and 1 supervisor
Friday – Monday
 - Switchyard Park restroom monitors:
 - January 1 through April 30 (Off Season):
9:00 a.m. - 1:30 p.m. 1 supervisor
1:30 p.m. - 6:00 p.m. 1 supervisor

7 days a week

- May 1 through September 30 (In-Season):
9:00 a.m. - 2:30 p.m. 1 supervisor
2:30 p.m. - 6:00 p.m. 1 supervisor
2:30 p.m. - 6:00 p.m. 1 employee
7 days a week
- Oct 1 through December 31 (Off Season):
9:00 a.m. - 1:30 p.m. 1 supervisor
1:30 p.m. - 6:00 p.m. 1 supervisor
7 days a week

4. Invoice Parks once per month for labor costs from at a reimbursement rate of \$15.75 per hour plus FICA. The park maintenance crew and the Switchyard Park restroom monitors should be separate. Invoices to be sent to the Parks Office Coordinator, Amy Leyenbeck, amy.leyenbeck@bloomington.in.gov.
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,) 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 cover all positions.
8. Address behavioral issues and human resources issues that may arise with Centerstone staff.
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 Centerstone and Parks.
- 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** Centerstone 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 Centerstone shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Centerstone 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** Centerstone is recognized as having the expertise and experience to hire and supervise the park maintenance and Switchyard Park restroom monitors safely and effectively. Parks 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), Centerstone 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 Centerstone 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 January 2025.
- 5.9** Nothing in this Agreement shall create an employee-employer relationship between Centerstone, including its employees and supervisors, and the City of Bloomington.
- 5.10** Centerstone 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 Centerstone'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 Centerstone, 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

Parks

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

Parks park maintenance crew

Kyle Hudson
(812) 360-4226

Parks Switchyard Park restroom monitors

Hsiung Marler
(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 Centerstone of any such termination and the reasons therefore in writing.

8.0 E-Verify

- 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.

9.0 Living Wage Ordinance

9.1 Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance,” or “LWO,” are 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 is determined to be a covered employer under the LWO, and Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit B; 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.

Signed and Agreed to this ____ day of _____, 2024.

CENTERSTONE:

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON:

Tim Street, Administrator, BPRD

Date

Kathleen Mills, President,
Board of Park Commissioners

Date

Margie Rice, 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 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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

EXHIBIT C

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.
Dated this _____ day of _____, 2024.

Contractor

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 _____, 2024.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

C-5 Agenda item

Admin. Approval: TS
Date: 2/22/24

TO: Board of Park Commissioners
FROM: Mark Marotz, Operations Superintendent
DATE: February 23, 2024
SUBJECT: The Stables Events (Izzy's) 2024 Service Agreement

Recommendation

Staff recommends approval of the 2024 service agreement with The Stables Events (Izzy's Rental) for cleaning/pumping of port a lets. The contract amount is not to exceed \$12,000.

Background

These cleaning/pumping services will be provided to the city on an as needed basis at eleven (11) locations along with rental/cleaning/pumping at one (1) location RCA (November thru March) and will be funded through multiple 300 services lines from the Operations and Natural Resources Divisions general fund.

RESPECTFULLY SUBMITTED,



Mark Marotz, Operations Superintendent

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

The Stables Events, LLC (Izzy's Rental)

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and The Stables Events ("Contractor").

Article 1. Scope of Services. Contractor shall provide cleaning/pumping services for portable toilets owned by the department at eleven (11) locations for the Bloomington Parks & Recreation Department. ("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 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 Twelve thousand dollars (\$12,000). 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: Winslow Woods April thru September for a cost of forty dollars (\$40) per week 2 times per week and October thru March once per week at a cost of twenty dollars (\$20) per week. Upper Cascades (Lions Den), Clear Creek Trail (Tapp Rd, That Rd, and Church Lane Trailheads) and Bryan Park locations May thru September for a cost of forty dollars (\$40) per week two times per week and October thru March once per week at a cost of twenty dollars (\$20) per week. Upper Cascades Skate Park and Ferguson Dog Park one time per week January thru December for a cost of twenty dollars (\$20) per week. Wapehani MNP location December thru February for a cost of twenty dollars (\$20) per month once a month and March thru November for a cost of twenty dollars (\$20) per week once a week. Griffy Lake location April, May, September & October for a cost of forty dollars (\$40) per month two times per month and June thru August twenty dollars (\$20) per week once per week. Any additional cleaning/pumping services will be a cost of twenty dollars (\$20) per service/unit.

Contractor shall provide rental cleaning/pumping services for one (1) portable toilet at RCA Community park location November thru March for a cost of one hundred fifteen dollars (\$115) per month with cleaning/pumping services once per week.

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. The Stables Events LLC, ATTN: Kevin Kerr. 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.

Article 26. Living Wage Ordinance. Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are 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 is determined to be a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; 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.

CITY OF BLOOMINGTON

DocuSigned by:

Margie Rice

E9A9FAE19B82413...
Margie Rice, Corporation Counsel

The Stables Events (Izzy's Rental)

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Print Name and Title

Tim Street, 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 _____, 2024.

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 _____, 2024.

The Stables Events LLC (Izzy's Rental)

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT "C"
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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-6 Agenda item

Admin. Approval: TS
Date: 2/5/24

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: February 27, 2024
SUBJECT: Service Agreement with Bluestone Tree LLC

Recommendation

Staff recommends approval of service agreement with Bluestone Tree, LLC. for the removal of hazard trees, pruning, or hazard reduction pruning in an amount not to exceed \$25,000.

Funding source: 200-18-189503-53990

Background

In 2023 there were several hazard trees along property lines, in right-of-way, and in areas that were beyond the scope of what Urban Forestry staff could safely or expediently mitigate. Having this service agreement allows for time-sensitive hazards trees and limbs to be removed before causing any undue harm or property damage.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester

**AGREEMENT BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
BLUESTONE TREE, LLC.**

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the "Department"), and Bluestone Tree, LLC ("Contractor").

Article 1. Scope of Services Contractor shall provide tree removal and pruning ("Services"). Specific scopes of work will be quoted individually and approved by BPRD in writing 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 Haskell Smith, Urban Forester, 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 Twenty Five Thousand dollars and zero cents (25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Haskell Smith, Urban Forester, 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:
Complete work by December 31, 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/Partner/Agency] 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: **Haskell Smith, Urban Forester, 401 N. Morton, Bloomington, IN 47404.** **Contractor: Bluestone Tree, LLC.** **ATTN: Matt Baldwin, 3090 S Walnut 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.

Article 25. 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 C; 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.

CITY OF BLOOMINGTON

Designated by:
Margie Rice

E9A0FAE19B82413
Margie Rice, Corporation Counsel

BLUESTONE TREE, LLC.

Signature

CITY OF BLOOMINGTON PARKS AND RECREATION

Name

Tim Street, Director
Parks and Recreation Department

Title

Kathleen Mills, President
Board of Park Commissioners

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 _____, 2024.

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 _____, 2024.

Bluestone Tree, LLC.

By: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

EXHIBIT “C”

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 _____
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-7 Agenda item

Admin. Approval: TS
Date: 2/5/24

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: February 27, 2024
SUBJECT: Service Agreement with JR Ellington

Recommendation

Staff recommends approval of service agreement with J.R Ellington Tree Expert CO. for the removal of hazard trees, pruning, or hazard reduction pruning on an as-needed basis for an amount not to exceed 25,000 dollars.

Funding source: 200-18-189503-53990

Background

In 2023 several hazard trees along property lines, ROW, and in areas that were beyond the scope of what we could accomplish in house. Having this service agreement allows for time sensitive hazards trees and limbs to be removed before causing any undue harm or property damage. This service agreement also allow for swift storm response.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester

**AGREEMENT (SERVICE) BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION
DEPARTMENT
AND**

J.R. Ellington Tree Expert CO.

This Agreement, entered into on this _____ day of _____, 2024, by and between the City of Bloomington Department of Parks and Recreation (the “Department”), and J.R. Ellington Tree Expert CO. (“Contractor”).

Article 1. Scope of Services Contractor shall provide hazard tree removal and tree mitigation (“Services”). Specific scopes of work will be quoted individually and approved by BPRD in writing 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 Haskell Smith, Urban Forester 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 Twenty Five Thousand dollars and zero cents. (\$25,000). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: Haskell Smith 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: All work completed by December 31, 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.

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: Haskell Smith, 401 N. Morton, Bloomington, IN 47404. **Contractor: J.R. Ellington Tree Expert CO. 680 W That Road, Bloomington, In 47403.** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and 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. Living Wage Ordinance Contractors that are considered "covered employers" under City Ordinance 2.28, otherwise known as the "Living Wage Ordinance," or "LWO," are 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 of the covered employer's contribution to health insurance available to the covered employee. Contractor is determined to be a covered employer under the LWO and shall execute the Living Wage Ordinance Affidavit, attached as Exhibit C; 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.

CITY OF BLOOMINGTON

DocuSigned by:
Margie Rice

EG9A0FAE19B82413...
Margie Rice, Corporation Counsel

J.R. Ellington Tree Expert CO.

Signature

CITY OF BLOOMINGTON PARKS AND REC

Print Name and Title

Tim Street, 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 _____, 2024.

J.R. Ellington Tree Expert CO.

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 _____, 2024.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

**EXHIBIT “C”
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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-8 Agenda item

Admin. Approval: TS
Date: 2/9/24

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: February 27, 2024
SUBJECT: REVIEW/APPROVAL OF TREE COMMISSION RE-APPOINTMENT OF GEORGE HEGEMAN

Recommendation

Staff recommends approval re-appointment of George Hegeman for the Tree Commission seat selected by the board of park commissioners.

Background

George has been a Bloomington local since 1972, is professor emeritus in microbiology from IU. He has served as a volunteer in public services across several boards and commissions both city and county related for more than twenty years. He currently manages 60 acre of forest for timber as well as an orchard. Has more than 100 peer-reviewed scientific articles, two books and four patents. He has taught and conducted research in microbiology and biochemistry at three institutions on two continents. George has been an invaluable member of the Tree Commission in my time as urban forester with his assistance in grant writing, and review of the Tree Care Manual and Title 20.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester

Tree Commission (3 Vacancies)

[Back to applications](#)

No Seats Selected

George Hegeman

Email

hegemang@iu.edu

Phone Number

8123362709

Address

2219 E. Rock Creek Drive, Bloomington, IN 47401-6878

City

Bloomington,

Zip

47401

Do you live in the city limits?

Yes

Occupation

Retired (IU Prof. Emeritus - microbiology)

How did you hear of this opening?

If other, please describe:

Current member of Tree Commission

Please explain your interest

As a biologist I have a hobbyist's interest in plants (gardening, forestry) and insects (honey bees). I have lived in Bloomington since 1972 and have developed experience as a volunteer in public service (past-County Extension Board, City Community Market Advisory Board) and current member of the City

Tree Commission, the County Health Board, The Boards of the League of Women Voters and the Archer Foundation, and IU's Student Advocates. I find this service absorbing and fulfilling.

Please describe your qualifications

I manage a 60 acre wooded area managed for timber that includes an orchard of apple and other fruit trees. My publications include more than 100 peer-reviewed scientific articles, 2 book and 4 patents. I have taught and done research in microbiology and biochemistry at three institutions on two continents. I have been a member of the City Tree Commission for more than twenty years (Board on Commissioners appointment) but my appointment runs out on January 31, 2024. Accordingly, I am reapplying for membership in the Tree Commission.

Include a resume (optional)

C-9 Agenda item

Admin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Haskell Smith, Urban Forester
DATE: February 27 2024
SUBJECT: Partnership Agreement with Canopy Bloomington for Tree Tenders

Recommendation

Staff recommends approval of partnership between CanopyBloomington and the City of Bloomington to continue urban forestry programming, such as the Youth Tree Tenders. Funding source: ED-LIT 153-04-04000-53960 (ESD)
Amount not to Exceed: 20,000.00

Background

This partnership can continue to help bridge urban forestry management that occurs on public City owned lands to private homeowners and business owners, as well as schools and churches. Urban Forestry hopes to continue this partnership to not only expand the urban forest but to expand the knowledge of the benefits and trees and to educate our community about trees. In 2024 the contract language was re-worked to include all ages in programming, while also keeping the youth tree tenders program. In 2023 this partnership employed three teenagers that conducted training pruning and mulching on over 200 trees at Switchyard Park, Canopy Bloomington and myself are hoping to expand the scope of this project this year to include more tree tenders, more parks and more tasks.

RESPECTFULLY SUBMITTED,



Haskell Smith, Urban Forester



CITY OF BLOOMINGTON
Parks and Recreation

COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This agreement is made and entered into this ____ day of _____ 2024, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and, CanopyBloomington. (“CanopyBloomington”).

WHEREAS, BPRD and CanopyBloomington desire to cooperate in the provision of an urban forestry maintenance crew; and

WHEREAS, CanopyBloomington 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 CanopyBloomington Tree Tenders, an employment program, to work for CanopyBloomington 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, 2024 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 park and street trees for the community to enjoy.

3.2 BPRD agrees to:

1. Provide guidance on work needs under the direction of the Urban Forester for the individuals in CanopyBloomington’s Tree Tender program (“Tree Tender Crew”).
2. To provide on-site training for the Tree Tender Crew.

3. Provide access to a green waste disposal location.
4. Provide access to water at various locations for tree watering by the Tree Tender Crew.
5. Provide maintenance equipment and supplies necessary to maintain the designated park trees, including but not limited to: folding step stools, foldable rolling carts, 15 gallon water tote, work shirts and safety vests. CanopyBloomington will purchase these materials with the approval of the Urban Forester and invoice BPRD for reimbursement.
6. Pay CanopyBloomington invoiced amounts for labor costs of the Tree Tender employment program, and supply costs for water and mulch and associated program materials. Payment amount not to exceed fourteen thousand five hundred dollars and zero cents (\$20,000.00) for the 2024 employment season.
7. Provide a schedule of events within locations that may restrict access to areas or limit work to be conducted.

4.0 CANOPYBLOOMINGTON:

4.1 The goal of CanopyBloomington’s Tree Tenders program is to conduct an employment placement program to train and educate about the benefits of trees, the necessity of proper tree care, and provide hands on application of tree care practices.

4.2 CanopyBloomington agrees to:

1. Conduct hiring interviews, hire, pay, and assume liability and risk coverage for all the Tree Tenders crews.
2. Provide crews of Tree Tenders for maintenance of trees within parks, with a total of 10 hours per week per Tree Tender. The time frame of employment is a 10-week period between May 1st and September 1st.
3. Conduct training, pruning, mulching, and watering for trees within parks.
4. Invoice Parks twice per season for labor costs, midway through the season at 5 weeks and after completion of the season at 10 weeks, at a reimbursement rate equal to or greater than the current Living Wage Ordinance.
5. Provide itemized invoices to Parks twice per season for all costs, midway through the season at 5 weeks and after completion of the season at 10 weeks.
6. Provide or arrange for transportation for Tree Tender program participants

to the work site.

7. Provide a certified arborist to train and oversee associated tree work performed by the Tree Tenders.
8. Address behavioral issues that come up at sites.
9. Complete annual report covering all work accomplished in the calendar year.
10. Communicate with designated park staff on issues, progress, and supply needs.
11. Conduct at minimum one career and/or educational activity, such as workshops for resume development, interview skills, job applications, or financial management, during the course of the season.
12. Share and allow usage of images and videos of the Tree Tender Crew for marketing purposes with BPRD
13. Coordinate work within park location to avoid potential conflicts of usage.

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 CanopyBloomington 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** CanopyBloomington 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 CanopyBloomington shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. CanopyBloomington 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** CanopyBloomington shall comply with City of Bloomington Ordinance 2.23.100 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment. CanopyBloomington understands that the City prohibits its

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

5.6 CanopyBloomington is recognized as having the expertise and experience to hire and supervise the Tree Tender Crews safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues.

5.7 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.

5.8 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), CanopyBloomington 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 CanopyBloomington implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.

5.9 CanopyBloomington 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 CanopyBloomington's negligence in conducting 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 CanopyBloomington, or its employees, agents or patrons, by any third party, except where such personal injury, property damage or claim is caused by the negligence of Releasee.

6.0 Notice:

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

CanopyBloomington
Ava Hart

BPRD
Haskell Smith

PO Box 5591
Bloomington, IN 47407
(812) 701 - 5646

401 N. Morton St., Suite 250
Bloomington, IN 47404
(812) 327-5251

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

CanopyBloomington

Ava Hart
PO Box 5591
Bloomington, IN 47407
(812) 701 - 5646

BPRD

Haskell Smith -Urban Forester (812)327 5251
Same as above

7.0 Termination

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

7.2 The Parties understand and agree that due to ongoing COVID-19 infections, 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 Haskell Smith- Urban Forester (812) 349 - 3716 of any such termination and the reasons therefore in writing.

7.3 Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the Common Council of the City of Bloomington or any board or commission, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty as set forth below. In the event of termination, the City shall pay for all services rendered and costs incurred by Service Provider up until the effective date of termination.

8.0 E-Verify

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.

9.0 Living Wage Ordinance

9.1 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 B; 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 have signed this Agreement on the date first set forth above.

CITY OF BLOOMINGTON:

CANOPYBLOOMINGTON:

Tim Street, Administrator
Bloomington Parks and Recreation

Ava Hart, Urban Forester

Date

Date

DocuSigned by:
Margie Rice
E9A0FAE19B82413...

Margie Rice
Corporation Counsel
2/21/2024

Date

Kathleen Mills, President
Board of Park Commissioners

Date

_____ County of Residence: _____
Printed Name of Notary Public

EXHIBIT "B"
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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-10 Agenda item

Admin. Approval: TS
Date: 2/14/24

TO: Board of Park Commissioners
FROM: Rebecca Swift, Natural Resources Coordinator
DATE: February 27, 2024
SUBJECT: COOPERATIVE PARTNERSHIP AGREEMENT WITH PASO A PASO

Recommendation

Staff recommends the approval of the 2024 partnership agreement with Paso a Paso for the planning, staffing, and providing live performances at the Jaripeo event at Switchyard Park. There is no monetary exchange involved in this partnership.

Background

This is the 1st year of this partnership between Bloomington Parks and Recreation (BPRD) and Paso a Paso (PAP) to share resources to provide the Bloomington community with a free event in one of our community parks. PAP is a cultural outreach dance team that aspires to educate the community on Latinx culture through dance. PAP is responsible for the vendor recruitment and coordinating live performances, while BPRD provides assistance in the form of promotion of the event and the use of Switchyard Park Main Pavilion and Pavilion Lawn. The event will include live Latin music, dance demonstrations, food trucks, table vendors, and crafts.

The Jaripeo event will be held on Saturday, March 23rd from 5 – 10 p.m. at Switchyard Park. The outside event be from 5 – 8 pm, then the dancing will move inside the Main Pavilion from 8 – 10 pm.

RESPECTFULLY SUBMITTED,



Rebecca Swift, Natural Resources Coordinator



**COOPERATION
PARTNERSHIP AGREEMENT
FOR
JARIPEO 2024**

Partner(s):

This Agreement is made and entered into this _____ day of _____, 2023, by and between the Bloomington Parks and Recreation Department (“BPRD”) and Paso a Paso (“PAP”).

WHEREAS, there is a need for a Jaripeo event to promote cultural exchange and celebrate Latin culture in Bloomington; and,

WHEREAS, the BPRD and PAP desire to cooperate in the provision of a community event called Jaripeo for the general public; and,

WHEREAS, the BPRD and PAP are qualified to perform such services; and,

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

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

NOW THEREFORE, the partners do mutually agree as follows:

1. Purpose of Agreement:

The goal of this project is to outline a program partnership which will provide an event that is a fun and safe way for members of the Bloomington community to engage in Latin culture through traditional dances and family centric activities by combining available resources from each partner to the Agreement.

2. Duration of Agreement:

This Agreement commences on March 1st and expires on March 31st, 2024 unless terminated earlier as provided under Article 9 of this Agreement.

3. Bloomington Parks and Recreation Department:

The goals of BPRD are to partner with other community agencies and provide an opportunity for the Bloomington community to participate in an affordable and family-friendly event that fosters unity and celebrates diversity. The event, to be held at Switchyard Park (“SYP”) on Saturday March 23rd, from 5:00 p.m. - 10:00 p.m, is poised to create cultural awareness, entertainment, and community engagement for all to participate.

BPRD agrees to:

- 3.1. Maintain close contact with Mislenny Guzman, event chair, and bring any related issues to her attention.
- 3.2. Assist with the creation of promotional materials to include flyers, sandwich boards, and posters.
- 3.3. Provide an indoor and outdoor venue space.
- 3.4. Provide ten pop-up tents, portable speakers, microphones, 12 tables and 40 chairs for the event.
- 3.5. Provide program publicity by publishing an event announcement on the BPRD's social media outlets and mobile application.
- 3.6. Distribute event flyers and make mention of the event during other major family-friendly BPRD events prior to the event.
- 3.7. Assist with event planning activities and tabling displays for BPRD.
- 3.8. Provide craft supplies for themed activities.
- 3.9. Provide basic first-aid, AED and hand sanitizer for the event.
- 3.10. Provide staff to assist with set-up and tear-down of the event.
- 3.11. Recruit and coordinate volunteers, assist with placement and training of volunteers on the day of the event, provide event policy documents to volunteers prior to the day of the event.
- 3.12. Provide vests for event staff and volunteers.

4. Paso A Paso:

The goals of PAP are to partner with other community agencies and provide an opportunity for the Bloomington community to offer resources to provide various forms of entertainment and a platform for community engagement. The event, to be held at Switchyard Park ("SYP") on Saturday March 23rd, from 5:00 p.m. - 10:00 p.m, is designed to showcase the vibrant cultural exchange between the university club and the community, fostering collaboration and connections.

PAP agrees to:

- 4.1. Maintain close contact with Rebecca Swift, BPRD representative and bring any related

issues to her attention.

- 4.2. Assist with the design and distribution of promotional materials to include flyers and social media banners.
- 4.3. Recruit and secure event table facilitators, dance performers, and volunteers by March 15th, 2024.
- 4.4. Coordinate two food truck vendors and live entertainment to be at the event.
- 4.5. Coordinate sponsor recognition and manage event budget.
- 4.6. Coordinate event rentals, equipment needs, and vendor payments.
- 4.7. Provide BPRD with final printed-material requests by March 8th, 2024.
- 4.8. Promote Jaripeo at other major PAP events prior to the event.
- 4.9. Share all marketing/promotional material with BPRD prior to advertising.
- 4.10. Create an event map and schedule of performers by March 8th, 2024.
- 4.11. Assist with set-up and tear-down of the event.
- 4.12. Set-up and staff welcome table to track attendance inside the Pavilion.
- 4.13. Coordinate family-friendly themed activities and games for the event.

5. Terms Mutually Agreed to By All Partners:

The intent of this Agreement is to document a mutually beneficial partnership between BPRD and PAP for the Jaripeo.

BPRD and PAP agree to:

- 5.1. Share all marketing/promotional material between all partners involved.
- 5.2. Coordinate safety management and regulate visitor flow at the Jaripeo event.
- 5.3. Coordinate with SYP Manager for site logistics and facility rental.
- 5.4. Ensure that staff and personnel involved in this Agreement will at all times represent all partners to this Agreement in a professional manner, and reflect the commitment of all partners to quality services and customer satisfaction.
- 5.5. Honor the commitment of personnel, facilities, supplies/materials and payments according to the timetable agreed upon by all partners.

- 5.6. Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, BPRD and PAP shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. None of the Partners to this Agreement are required to continue this verification if the E-Verify program no longer exists. All Partners shall sign an affidavit affirming that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.
- 5.7. Make sure that the Jaripeo event adheres to each partners' individual COVID-19 guidelines for events in addition to local/state guidelines.

6. Insurance:

The Paso y Paso and the City of Bloomington Parks & Recreation Department shall furnish each other with a certificate of insurance upon execution of this Partnership Agreement. Each party will maintain comprehensive general liability insurance.

7. Notice and Agreement Representatives:

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

**City of Bloomington Parks
& Recreation**
Tim Street, Director
P.O. Box 848
Bloomington, IN 47402
(812) 349-3711

Paso A Paso
Misleny Guzman, Event Chair
(574) 903-8376
Bloomington, IN

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

Bloomington Parks and Recreation
Rebecca Swift
(812) 349-3759
rebecca.swift@bloomington.in.gov

Paso A Paso
Misleny Guzman
(574) 903-8376
mijaguzm@iu.edu

8. Termination:

- 8.1. Termination by mutual agreement: The partners may terminate this Agreement prior to March 31st, 2024, by mutual written agreement only.
- 8.2. Unilateral termination: In the event that one of the partners to this Agreement breaches any of its terms and conditions, the non-breaching partner shall serve written notice of the breach to the other partner by certified mail. The breaching partner shall then have

ten (10) days from the date of mailing in which to cure the breach. If the breaching partner fails to cure the breach within ten (10) days, the non-breaching partner may, at its option and in writing, unilaterally terminate the Agreement.

Indemnity:

Each party agrees to release, hold harmless and forever indemnify the other party and its volunteers, employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

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

**CITY OF BLOOMINGTON
PARKS & RECREATION**

PASO A PASO

Tim Street, Director
Bloomington Parks & Recreation

Mislenny Guzman, Event Chair

Kathleen Mills, President
Board of Park Commissioners

DocuSigned by:
Margie Rice
E9A0FAE19B82413

Margie Rice, Corporation Counsel

C-11 Agenda item

Admin. Approval: TS
Date: 2/21/24

TO: Board of Park Commissioners
FROM: Amy Shrake Program/Facility Coordinator
DATE: February 27, 2024
SUBJECT: PARTNERSHIP AGREEMENT WITH LAKE MONROE SAILING ASSOCIATION

Recommendation

Staff recommends approval of a partnership agreement with Lake Monroe Sailing Association (LMSA).

Funding Source: Revenue collected into 201-18-184500-43270
Expenses paid from 201-18-184500-53990

Total Dollar Amount of Contract: Total Revenues from LMSA \$70,000.00
Expenses \$60,000.00
Retained by BPR \$10,000.00

Background

This partnership has been in existence since 1996. The goal of the partnership is to provide an opportunity for the Bloomington community to participate in a diverse sailing program, which is designed to introduce beginner participants to the sport, as well as to provide for skill advancement. The Youth Sailing Camp will run 9 weeks of summer. Adult sailing classes run all summer into the fall and new this year offer an option to receive certification.

BPR collects registrations and LMSA does all the programming at their facility. Bloomington Parks and Recreation will keep \$41 per registration. This is an increase of \$5 from last year. In addition, BPR will provide marketing in the form of a brochure and space in the program guide.

RESPECTFULLY SUBMITTED,



Amy Shrake, Program/Facility Coordinator



COOPERATION SERVICES AGREEMENT PROGRAM PARTNERSHIP

Partner(s):

This Agreement is made and entered into this ____ day of February, 2024, by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Lake Monroe Sailing Association, Inc. (“LMSA”).

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

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

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

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

1.0 Purpose of Agreement:

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

2.0 Duration of Agreement:

This Agreement is in effect from the date of signing until February 26, 2025 unless terminated earlier as provided under Article 7.0.

3.0 Bloomington Parks & Recreation:

3.1 The goal of BPRD is to provide an opportunity to the Bloomington community to participate in a diverse sailing program, not otherwise available, designed to introduce beginner participants to the sport as well as to provide for skill advancement.

3.2 BPRD agrees to:

1. Develop and distribute promotional materials: sailing brochures, news releases, program information in both the Parks and Recreation seasonal program guide & the monthly newsletter sent to schools.
2. Communicate with the public and participants regarding concerns or questions about the program.
3. Implement participant registration, collect money and registration forms, email registration confirmation and program information.
4. Provide rosters of all participants to coordinators prior to the start of each course.

5. Provide coordinators with reports of fees collected prior to the start of each course.
6. Perform the following payment transactions:
 - a) Collect registration fees of \$250 per participant for Youth Sailing;
 - b) Collect registration fees of \$350 per participant for Adult Keel Boat Sailing;
 - c) Collect registration fees of \$600 per participant for Adult Keel Boat Sailing with certification;
 - d) Collect registration fees of \$300 per participant of Adult Small Boat Sailing;
 - e) Collect registration fees of \$500 per participant of Adult Small Boat Sailing with certification;
 - f) Collect registration fees of \$150 per registration for Friends and Family Sailing;
 - g) Pay LMSA the fee collected less \$41.00 for each participant registered upon receiving the invoices from LMSA;
 - h) Retain \$40.00 for each participant registered plus \$1 transaction fee for each participant registered;
 - i) Retain \$15.00 for each cancelled registration;
 - j) Pay LMSA the LMSA share of fees collected upon receipt by BPRD of and LMSA invoice, following the completion of each group of Youth Sailing, Adult Sailing classes and Family programs.

4.0 Lake Monroe Sailing Association, Inc.:

- 4.1 The goals of LMSA are to offer a sailing program not otherwise available to adults and children, introduce the LMSA to the public, increase LMSA membership, and provide programming for children of LMSA members.
- 4.2 LMSA agrees to:
 1. Provide and maintain the following equipment: sailboats, life vests, ropes, sails, books, a motorboat, lifesaving apparatus, and first aid equipment.
 2. Provide the following facilities: bathrooms, telephone, shelter house for inclement weather; defined as, but not limited to, cold weather, rough water (white caps), or lightning.
 3. Hire and train sailing instructors for Youth Sailing Camps who are at least 16 years of age with prior sailing experience. One instructor shall have prior experience teaching sailing. One instructor shall be certified in CPR and First Aid and be in attendance at all times. At least one instructor shall have U. S. Sailing Small Boat Instructor Certification.
 4. Provide invoices to BPRD as detailed in section 3.2.6 (e).

5. **Provide for adequate safety with the following provisions:**
 - a) LMSA shall provide high quality boats & equipment.
 - b) LMSA shall maintain a ratio of one (1) instructor to six (6) participants with two (2) instructors always on the water and one (1) instructor always in a motorboat when students in the Youth Sailing Camps are in boats. One (1) of the instructors shall be over twenty-one (21) years of age.
 - c) Participants in the Youth Sailing Camps shall pass a swimming test the first day of class, and all participants shall wear life vests when in boats.
 - d) Participants shall learn boat safety and will be taught about boat safety equipment.
 - e) Participants in the Youth Sailing Camps shall pass a test on capsizing and right-of-way rules.
6. Provide the overall program structure including all planning, organizing, and implementing of the instructional program.
7. Provide a rainy day schedule, planning, organizing and implementing alternative activities in case of inclement weather.

5.0 Agreement Terms Mutually Agreed To By All Partners to This Agreement.

- 5.1 The intent of this Agreement is to document a mutually beneficial partnership between LMSA and BPRD.
- 5.2 The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner and reflect the commitment of all parties to quality services and customer satisfaction.
- 5.3 LMSA shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and LMSA shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. LMSA and its insurer shall notify Parks within ten (10) days of any insurance cancellation.
- 5.4 The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by all partners.
- 5.5 LMSA is recognized as having the expertise and experience to run the instructional program safely and effectively. BPRD shall have the right to review risk management, agreement terms, and service quality issues. LMSA shall be allowed to deal exclusively with curriculum, learning objectives, teaching techniques, equipment, and boat matters.
- 5.6 The location of the program shall be provided by the LMSA at their facilities at 7600 S. Shields Ridge Road.
- 5.7 Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking inside city facilities and the consumption of alcoholic beverages on city property.
- 5.8 Pursuant to Indiana code Sections 35-47-11.1-2 and 3, the City is prohibited from enforcing a

firearms policy in public parks and city facilities as of July 1, 2011. However, per Indiana Code 35-47-11.1-4(10), LMSA may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If LMSA implements such a policy, it shall provide a copy of the policy to the City to be attached to this Agreement and incorporated herein by reference.

- 5.9 The parties will evaluate this Agreement and the services provided during the month of January 2024.
- 5.10 LMSA shall release, hold harmless, and indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of LMSA's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against LMSA, its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.
- 5.11 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/Partner/Agency] of any such termination and the reasons therefor in writing.

6.0 Notice:

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

LMSA	BPRD
Walt Johnson	Becky Higgins
7600 S. Shields Ridge Rd.	PO Box 848
Bloomington, IN 47401	Bloomington, IN 47402
(812) 824-4611	(812) 349-3713

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

LMSA	BPRD
Walt Johnson	Amy Shrake
7600 S. Shields Ridge Rd.	Box 848
Bloomington, IN 47401	Bloomington, IN 47402
(812) 824-4611	(812) 349-3747

7.0 Termination

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

8.0 E-Verify:

LMSA is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). LMSA shall sign an affidavit, attached as Exhibit A, affirming that LMSA does not knowingly employ an unauthorized alien. LMSA shall require any subcontractors performing work under this contract to certify to LMSA that, at the time of certification, the subcontractor does not knowingly employ or

contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. LMSA shall maintain on file all subcontractors' certifications throughout the term of the contract with the BPRD.

Signed and Agreed to this ____ day of _____, 2024.

LAKE MONROE SAILING ASSOCIATION, INC.:

Walt Johnson, General Manager, LMSA

Date

Richard Morpugo, LMSA Commodore

Date

CITY OF BLOOMINGTON:

Tim Street, Administrator, BPRD

Date

Kathleen Mills, President
Board of Park Commissioners

Date

DocuSigned by:
Margie Rice

E9A0FAE19B82412
Margie Rice, Corporation Counsel
City of Bloomington

2/21/2024

Date

C-12 Agenda item

Admin. Approval: TS
Date: 2/9/24

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: February 27, 2024
SUBJECT: REVIEW/APPROVAL OF TWIN LAKES SPORTS PARK CONCESSIONS AGREEMENT

Recommendation

Staff recommends approval of this agreement. Deposited funds of \$2,500 would go into 201-18-187006-43290.

Background

Alicia Graves wishes to operate the Twin Lakes Sports Park concession building owned by The City of Bloomington Parks and Recreation Department. She has worked in concessions for many years at Winslow and wishes to operate at Twin Lakes Sports Park.

RESPECTFULLY SUBMITTED,



Scott Pedersen, Youth Sports Coordinator



**AGREEMENT
FOR
FOOD AND BEVERAGE CONCESSION
TWIN LAKES SPORTS PARK**

This Agreement, entered into this 27th day of February 2024, by and between the City of Bloomington Parks and Recreation Department through its Board of Parks Commissioners (hereinafter, "Parks") and Alicia Graves (hereinafter, "Concessionaire"),

WITNESSETH:

WHEREAS, Parks owns and operates Twin Lakes Sports Park (the "Complex") at 2350 West Bloomfield Road, Bloomington, Indiana; and

WHEREAS, the Complex contains space and equipment for a food and beverage concession with ice machine; and

WHEREAS, Concessionaire wishes to operate this concession; and

WHEREAS, Concessionaire has a history of operating an inclusive program that serves the needs of the Bloomington community; and

WHEREAS, Concessionaire has a good record of cooperation with Parks.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

A. TERM OF AGREEMENT

The term of this Agreement shall begin on March 1, 2024 and end on December 31, 2024.

B. CONCESSIONAIRE'S RESPONSIBILITIES

1. Concession Fee

Concessionaire shall pay Parks a concession fee of Two Thousand Five Hundred Dollars (\$2,500). Such fee shall be paid in two installments of One Thousand Two Hundred Fifty Dollars (\$1,250) on or before July 1, 2024, and September 1, 2024.

2. Concession Menu and Pricing

- a. Concessionaire shall furnish Parks a listing of the complete menu and prices of items to be sold at the concession location by April 1, 2024. Such menu and pricing is subject to the approval of the Parks Administrator. Based on the supply and demand of products throughout the season, the concessionaire may purchase and sell different products based on market availability.
- b. Soda and Sport drink vending machines are permitted at current level except at such times as Parks may designate, when their availability would conflict with other Parks commitments. Parks will inform Concessionaire of any times beyond those listed in Section C.1. herein when the vending machines must be made inoperable by Concessionaire for the duration of such events.

3. Maintenance of Concession Area

Concessionaire shall keep the serving facility and storage areas, and floors thereof, clean at all times and in such condition that it will pass all public health inspections. Concessionaire shall maintain this area in compliance with all relevant Parks rules and regulations. Bagged and loose trash shall not be placed at ground level or in the immediate area of doorways. It shall instead be placed in or on top of trash receptacles.

4. Equipment Upkeep

- a. Concessionaire and its employees shall use reasonable care in the operation of the concession equipment provided by Parks, and shall not subject such equipment to abuse or unreasonable wear and tear. Concessionaire shall promptly notify Parks of any damage to, or malfunction of, the equipment. Concessionaire shall not make any improvements or repairs to the facility without approval from Parks.
- b. Concessionaire can operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state, and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

5. Insurance

Concessionaire shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured. Concessionaire shall also maintain Workers' Compensation Insurance as required by Indiana Code 22-3-2 et seq. Concessionaire shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. Concessionaire and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

6. Employees

- a. Concessionaire shall employ all personnel necessary (employees may be contractual employees) for the operation of the food and beverage concession, and shall pay all necessary wages and payroll tax for such employees. Concession attendants must be a minimum of fifteen (15) years of age. Concessionaire shall designate supervisors. Designation of supervisors is subject to the approval of the Parks Administrator.
- b. All attendants and supervisors must secure any necessary documents and examinations required by any and all public health agencies. Concessionaire must verify that these necessary documents and examinations have been secured.
- c. Concessionaire shall take and successfully complete any trainings and certifications as required by the Monroe County Health Department. Concessionaire shall provide proof of successful completion to Parks by April 1, 2024.

7. Recordkeeping

- a. Concessionaire shall designate a treasurer who will keep and maintain books, records and accounts accurately reflecting the expenditure and revenues of the concession. These documents shall be open to inspection at all reasonable times by authorized agents of Parks or the City of Bloomington Controller's Office, such authorization to be given by the Parks Administrator.
- b. Concessionaire shall provide Parks with an annual statement of all financial records pertaining to operation of the concession facilities during the 2024 season.

8. Safety

- a. Concessionaire shall be responsible for implementing reasonable safety measures at the concession, and shall ensure that concession attendants are familiar with and comply with such measures.

- b. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
- c. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City's jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Rules and Regulations

Concessionaire shall abide by all rules and regulations of Parks now in effect, and any rules and regulations which are passed during the term of this Agreement. Concessionaire shall also comply with all local, state and federal laws, including health codes, regarding the operation of the concession and the employment of all personnel.

C. RESPONSIBILITIES OF PARKS

1. Use of Property

- a. Parks shall grant permission for Concessionaire to use a designated area at the Complex for the operation of the food and beverage concession. Game night access will be one hour before game times.
- b. During the term of this agreement, any non-Concessionaire concessions operations must be approved by Parks.

2. Use of Equipment

Parks shall grant permission to Concessionaire to operate a propane grill outside of the concession area. Concessionaire is required to provide the necessary safety barriers surrounding the grill and to maintain the grill according to local, state and federal law. Concessionaire will keep the surfaces underneath the grill clean and in good condition.

3. Electricity

Parks shall provide all necessary electricity for operation of the concession.

4. Maintenance

- a. Parks shall perform all general maintenance of the Complex and its facilities. This shall not relieve Concessionaire of the responsibility to maintain the concession area, as outlined in Article B, Section 3.
- b. Upon notification by the Concessionaire, Parks shall repair or replace defective equipment owned by Parks within a reasonable period of time. The decision whether to repair or replace equipment shall be at Parks' discretion. In the event that equipment has been damaged due to Concessionaire's negligence, Parks may elect to repair or replace such equipment.
- c. The ice machine located in the concession is aged. Parks will not purchase a replacement machine or make repairs outside of initial start-up. Concessionaire may elect to repair or replace the unit at Concessionaire's expense.
- d. Upon notification by Concessionaire, Parks shall repair or rectify, within a reasonable period of time, any defects at the Complex which create health concerns for the concession. Such defects may include, but not be limited to, plumbing malfunctions, leakage, or infestation.
- e. Parks shall not be responsible for food spoilage or other loss resulting from electrical outage or equipment failure, or from other emergency or act of God.

5. Inspections

Parks shall make unscheduled inspections of the concession facility to ensure that facilities and equipment are properly operated and maintained, and that operation is in compliance with the terms of this Agreement. Parks shall request inspections as necessary by the Monroe County Health Department.

6. Invoices

Parks shall invoice Concessionaire for each payment at least thirty (30) days in advance of the due date.

7. Rules and Regulations

Parks shall furnish Concessionaire with a list of the Parks rules and regulations now in effect, and shall inform Concessionaire of any changes or additions to the rules in a timely manner.

D. RELEASE, HOLD HARMLESS, AND INDEMNIFICATION

Concessionaire agrees to release, hold harmless and forever indemnify the City of Bloomington, its Parks and Recreation Department, and its officers, employees, agents and assigns from any and all claims which may arise as a result of the condition of the concession area, or the operation of the concession, including claims for personal injury, property damage, or any other type of claim which might be brought by Concessionaire or by any third party, even if caused by negligence of the releasees.

Concessionaire agrees to assume financial responsibility for the repair or replacement of any concession equipment which is damaged through the negligence of Concessionaire or its employees. The decision to repair or replace damaged equipment shall be at the election of Parks.

E. ASSIGNMENT OF AGREEMENT

Concessionaire shall not assign or sub-contract this Agreement or any of its terms except through prior approval of the Parks Administrator.

F. CHANGE TO AREA; ADVERTISEMENT

Concessionaire shall not:

1. Change the existing layout of the concession area or its equipment; or
2. Post any advertisements in the concession area without prior written approval of the Parks Administrator.

G. BREACH OF AGREEMENT

1. Notice and Time to Cure

In the event that one of the parties to this Agreement breaches any of its terms and conditions, the non-breaching party shall serve written notice of the breach to the other party by certified mail. The breaching party shall then have twenty (20) days from the date of mailing in which to cure the breach. If the breaching party fails to cure the breach within twenty days, the non-breaching party may, at its option and in writing, unilaterally terminate the Agreement.

2. Electricity; Assumption of Operations

If Concessionaire is the breaching party, upon notice of breach and failure to cure, in addition to any other penalty or remedy to which it is entitled, Parks may shut off electricity to the concession area. Alternatively, Parks may take exclusive possession of its concession equipment and the concession area, and may assume or assign operation of the concession.

3. Liquidated Damages for Late Payment

Concessionaire acknowledges that the damages resulting to Parks as a result of late payment of the concession fee would be difficult to ascertain, and that liquidated damages as provided herein are reasonable. If Concessionaire is more than twenty (20) days late in making any scheduled payment to Parks under this Agreement, Parks may assess liquidated damages for late payment of \$100.00 for every month or part thereof that payment is in arrears. Parks shall not be required to comply with the notice and time to cure provisions of Section 1 of this Article in order to assess these liquidated damages.

In the event that late payments are received, Parks shall apply the payments in the following manner: First, to any arrearages; second, to any outstanding liquidated damages; and finally, to any payments presently due.

H. TERMINATION

1. Early Termination

- a. **Termination by mutual agreement:** The parties may terminate this Agreement prior to December 31, 2024 by mutual written agreement. In the event that such mutual agreement occurs, the termination shall be governed by the provisions of Section 3, below, unless the parties agree otherwise in writing.
- b. **Unilateral termination:** In the event that a non-breaching party elects to unilaterally terminate the Agreement under the provisions of Article G, Section 1, any unpaid portion of the concession fee shall become immediately due and owing, and the monthly liquidated damages described in Article G, Section 3 shall be regularly assessed until the annual fee is paid in full. Additionally, Concessionaire shall bear all costs and expenses related to collection of the fee and any liquidated damages, including, but not limited to, reasonable attorney fees.

2. Scheduled Termination

Unless the parties agree to extend the Agreement as set forth in Section 4, below, this Agreement shall automatically terminate on December 31, 2024.

3. Disposition of Facilities Upon Termination

Upon early or scheduled termination, Concessionaire shall vacate the Center concession within three business days. The concession area and all equipment provided by Parks shall be left clean and in good working order. Concessionaire shall remove any and all food and/or supplies and equipment from the concession area other than those items which are the property of Parks.

4. Extension of Agreement

Prior to the scheduled termination of this Agreement, the parties may agree in writing to extend the term of the Agreement for an additional specified period. Concessionaire shall notify Parks of its desire to extend the Agreement on or before December 31, 2024. In the event that the Agreement is extended, Parks may charge a reasonable additional concession fee.

5. COVID-19 Pandemic

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/Partner/Agency] of any such termination and the reasons therefore in writing.

I. MISCELLANEOUS

1. Enforcement

In the event that either party must resort to litigation in order to enforce the terms of this Agreement, the party found to be in breach of the Agreement shall bear the expense of such litigation, including, but not limited to, court costs and reasonable attorney's fees.

2. Waiver

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

3. Notices

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

Parks: Parks and Recreation Department
City of Bloomington
P.O. Box 848
Bloomington, IN 47402
ATTN: Scott Pedersen

Concessionaire: Alicia Graves
PO Box 5221
Bloomington IN 47407

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.

4. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5. Non-Discrimination

CONCESSIONAIRE 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. CONCESSIONAIRE 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 CONCESSIONAIRE believes that a COB employee engaged in such conduct towards CONCESSIONAIRE and/or any of its employees, CONCESSIONAIRE or its employees may file a complaint with the City department head in charge of the CONCESSIONAIRE's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The COB takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any COB employee engaged in such prohibited conduct.

6. E-Verify

CONCESSIONAIRE 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). CONCESSIONAIRE shall sign an affidavit, attached as Exhibit A, affirming that CONCESSIONAIRE 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.

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

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

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

CONCESSIONAIRE

CITY OF BLOOMINGTON

Name

Kathleen Mills, President
Board of Park Commissioners

Signature

Tim Street, Administrator

DocuSigned by:
Margie Rice

E8F065AE19B82413...
Margie Rice, Corporation Counsel
City of Bloomington

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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 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 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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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
_____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number

C-13 Agenda item Admin. Approval: TS
Date: 2/5/24

TO: Board of Park Commissioners
FROM: Becky Higgins, Recreation Services Director
DATE: February 27, 2024
SUBJECT: PARTNERSHIP/GRANT WITH AREA 10 ON AGING, ENDWRIGHT EAST

Recommendation

Staff recommends approval of the partnership/grant agreement with Area 10 on Aging. Funding source is Parks GF Administration account (200-18-181000-53990) in the amount of \$20,000.

Background

Due to the popularity, community support and senior participation, the department would like to continue support of Area 10 Endwright East Active Living Community Center in 2024 through a \$20,000 grant. The funding for operations will be provided through Parks Administration GF budget. Below is the table for the 2023 period of membership and usage. Note that they continued to offer and have widely used virtual and mixed programming for Endwright East.

	Jan 23	Feb 23	Mar 23	Apr 23	May 23	June 23
Cumulative Membership	803	828	851	865	877	881
Daily in-person usage per month	570	594	799	607	656	588
	July 23	Aug 23	Sept 23	Oct 23	Nov 23	Dec 23
Cumulative Membership	881	898	915	918	929	938
Daily in-person usage per month	429	712	649	658	625	530

They do have programming and members that utilize hybrid options for some of the offerings. They have also recruited and harnessed over 630 hours of volunteer time in welcoming visitors and guiding operations.

A Café meal service was newly added in 2023 which provided over 1000 nutritious, hot meals to those over 60 years of age. They are very excited to share that they began a new fresh salad bar offering at this (and two other of their café locations) in late January 2024.

RESPECTFULLY SUBMITTED,



Becky Higgins
Recreation Services Director



GRANT PARTNERSHIP AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2024 by and between the City of Bloomington Parks and Recreation Department (“BPRD”) and Area 10 Agency on Aging (“Area 10”).

WITNESSETH:

WHEREAS, BPRD is committed to offering and promoting recreational services to Bloomington senior citizens; and,

WHEREAS, BPRD may from time to time develop partnerships with non-City organizations in order to promote such recreational services; and,

WHEREAS, Area 10 is qualified to offer programming and services for senior citizens at the Endwright East Active Living Community Center; and,

WHEREAS, BPRD has partnered with Area 10 since 2019 to assist Area 10 in carrying out its mission, and the parties desire to continue their partnership; and,

WHEREAS, it is in the public interest that such partnership continue;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a program partnership, which will provide recreational services for senior citizens at Endwright East Active Living Community Center.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from February ____, 2024 – January 31, 2025, unless early termination occurs as described in paragraph 9, below.

3. FUNDING

BPRD agrees to provide funding to Area 10 up to the amount of Twenty Thousand dollars (\$20,000) to be used exclusively for activities described below in paragraphs 4 and 5, and subject to the terms of this Agreement.

4. AREA 10 ENDWRIGHT EAST ACTIVE LIVING COMMUNITY CENTER

The goal of Endwright East is to provide supportive community space for older adults with quality programming and social engagement.

i. Programming:

- a. Serve as the location (College Mall) for Endwright East Tuesdays and Thursdays 10am – 3pm February 2024 through January 2025.
- b. Provide program administration and on-site supervision for all operations.
- d. Seek grant funding for the continuation and growth of Endwright East programs.
- e. Coordinate health, wellness, and social programming in response to members' interests.
- f. Maintain the authority to manage activities and to collect and retain fees as necessary to maintain facility operations.

ii. Facilities Management:

- a. Facility maintenance shall be done on a daily basis in order to provide a clean, safe, and presentable facility for participants.

iii. Training/Staff: Area 10 shall provide qualified staff at all functions.

- a. Area 10 will ensure that Area 10 staff are present at all Endwright East functions and during all drop-in hours at the facility.
- b. Area 10 will train and supervise volunteer staff for programming and operations.
- c. All staff shall be certified in CPR and Community First Aid. BPRD will provide resources to assist in certifying staff.

5. BLOOMINGTON PARKS AND RECREATION

The goal of BPRD is to provide recreational activities for senior citizens. BPRD agrees to provide:

Operational Assistance:

- a. Provide center furnishings when available such as a couch, bookshelves, coffee pots, table and chairs.

- b. Inclusion of programming and offerings in the department's seasonal program guide.
- c. The COB Commission on Aging agrees to develop and support a scholarship fund to support any senior's participation in the low-cost wellness programming if senior is unable to afford the fee.

Payments:

- a. BPRD shall pay Area 10 up to the amount of Twenty Thousand Dollars (\$20,000) during the term of this Agreement.
- b. Payments shall be made triannual, i.e. January-April, May-August, September-December.
- c. Area 10 shall invoice BPRD within 30 days of the end of each quadtrimester. Invoice shall include summary expense and revenue categories for the four-month period. Invoice for the last quadtrimester shall be sent to BPRD by December 10th for final payment. No invoices will be accepted after December 10th. Payment will be put through before the end of the year.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

The intent of this Agreement is to document a grant partnership agreement between Area 10 and the Bloomington Parks and Recreation Department.

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.

Area 10 Endwright East prohibits ANY firearms or weapons to be in possession of patrons of the Center or on the property. This includes all firearms, clubs, stun guns, tasers, pepper sprays, BB or pellet guns, paintball guns, swords, knives with blades over 3" long. Or items whose sole purpose is to cause bodily injury.

All marketing and public relations information shall designate Area 10 Endwright East programs as a partnership between Area 10 and Bloomington Parks and Recreation Department, followed by a listing of its collaborators (e.g. IU Health Bloomington), and ending with recognition of sponsors and/or grantors.

Promotion and marketing of Area 10 Endwright East by either party shall have the approval of the other party prior to presentation to the public.

Pursuant to Ind. Code 22-5-1.7-11(a), which was adopted on July 1, 2011, Area 10 shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Area 10 fulfills this requirement through its co-

employer relationship with WorkSmart, who complies with E-Verify requirements. The Contractor is not required to continue this verification if the E-Verify program no longer exists. The Contractor shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit A.

7. INSURANCE

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

8. NOTICE AND AGREEMENT REPRESENTATIVES

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

Area 10 Agency on Aging
Chris Myers, CEO
631 W. Edgewood Dr.
Ellettsville, IN 47401
(812) 876-3383

Bloomington Parks and Recreation
Tim Street, Administrator
401 N. Morton, Suite 250
Bloomington, IN 47402
(812) 349-3711

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

Area 10 Agency on Aging
Amy Guerrettaz, Endwright Center
631 W. Edgewood Dr.
Ellettsville, IN 47401
(812) 876-3383

Bloomington Parks and Recreation
Becky Higgins, Recreation Director
401 N. Morton, Suite 250
Bloomington, IN 47402
(812) 349-3713

9. TERMINATION

Either BPRD or Area 10 may terminate this Agreement upon giving written notice of the intention to do so to the other one (1) month prior to the intended date of termination.

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 Area 10 of any such termination and the reasons therefor in writing.

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

BLOOMINGTON PARKS AND
RECREATION DEPARTMENT

Area 10 Agency on Aging

DocuSigned by:

Margie Rice

E9A9FAE19B62413

Margie Rice, Corporation Counsel

Chris Myers, CEO

Tim Street, Administrator

Kathleen Mills, President
Board of Park Commissioners

C-14 Agenda itemAdmin. Approval: TS
Date: 2/20/24

TO: Board of Park Commissioners
FROM: Kim Clapp, Office Manager
DATE: February 27, 2024
SUBJECT: Pool Fee Waiver Process

Recommendation

Staff recommends review/approval of updates to the Pool Fee Waiver process and to provide the ability to submit an online application.

Background

The Pool Fee Waiver program offers unlimited free entrance to Bryan and Mills pools for individuals who meet financial and residential eligibility requirements. The process requires individuals to make a trip into the office to complete an application, provide qualifying documentation, pay an administrative fee, and complete an affidavit. The process can require multiple trips into the office, and take up to two weeks to complete.

In 2023, staff evaluated the Pool Fee Waiver process, with an end goal to be able to provide a more equitable and assessable process to applicants. Staff surveyed twelve similar sized Indiana Parks and Recreation Departments, and reviewed other in house application processes. After much consideration, it was determine the best path would be to mirror the Pool Fee Waiver application process to that of the Bloomington Parks Foundation Scholarship application process.

In 2022, the Bloomington IT Department invited Parks to convert the Bloomington Parks Foundation Scholarship application to an online form through CiviForm. The online form went live in December of 2022. Since that time, 63% of the Bloomington Parks Foundation scholarships have been submitted online. The online application removes the need to make trips into the office, is more efficient for applicants and staff. Process time has dropped from two weeks to just a few days.

Staff recommends making the following changes to the Pool Fee Waiver process: dropping the application fee, remove the need for an affidavit, use same financial requirements as Parks Foundation Scholarship, and provide an online application option through CiviForm.

2021 – 72 Adults - 132 Children - Total 204**2022 – 101 Adults – 176 Children – Total 277****2023 – 100 Adults – 176 Children – Total 276 - Estimated value \$19,320 (\$70 cost of season pass)****RESPECTFULLY SUBMITTED,****Office Manager**

C-15 Agenda item

Admin. Approval: TS
Date: 2/19/24

TO: Board of Park Commissioners
FROM: Tim Street, Director
DATE: February 27, 2024
SUBJECT: B-LINE CLOSURE REQUEST FOR SHOWERS PLAZA REPAIRS

Recommendation

Staff recommends approval of a B-Line closure at the Showers Plaza to facilitate emergency repairs to the pavers from a water main break.

Background

In January, an overnight water main break caused extensive damaged to the paver hardscape surrounding the Showers Plaza, including some impacts into and across the B-Line Trail towards the Johnson's Creamery building. CBU has been coordinating a contractor to make the necessary repairs in time for the opening of the Farmers' Market in April.

The selected contractor for the pavers, Cardinal Hardscapes, will need 4-6 weeks to complete the overall repairs. The paver repairs will begin on the west side of the plaza, necessitating an approximate two-week closure of the B-Line.

Per the new policy passed in 2022, closures of Class I trails are subject to the approval of the Board of Park Commissioners. In this case, and in coordination with the city's Engineering Department, emergency repairs have been authorized to begin as soon as Wednesday, Feb. 21 in order to ensure these repairs can be completed in a timely fashion. A detour plan has been approved and implemented to detour the B-Line along W. 7th St. and Rogers St. (to the B-Line crossing) to maintain traffic. The Board may weigh in on this closure, the detour, and the ongoing closure. The trail closure form and plan is attached.

RESPECTFULLY SUBMITTED,



Tim Street, Director



Trail Closure Permit Application

401 N Morton St., Suite 250
Bloomington, IN 47404
(812) 349-3700 / parks@bloomington.in.gov

The City of Bloomington Parks and Recreation Department oversees the operation of multi-use trails throughout the City. Contractors and other parties wishing to conduct work along trails that will require vehicular access and full or partial closures must submit a Trail Closure Application Form and receive authorization from the Department before conducting work. Trail Closure applications will be reviewed by the Parks and Recreation and Engineering Departments for appropriateness, safety measures, and compliance with best practices. Please allow 5-7 business days for a closure application to be reviewed. The applicant must be bonded and insured with the City of Bloomington to obtain permits for work along trail corridors.

Please return this completed form to parks@bloomington.in.gov to the attention of the Operations Director.

Applicant name:	Tim Street
Company/organization:	City of Bloomington (Parks and CBU) working with Cardinal Hardscapes
E-mail address:	tim.street@bloomington.in.gov
Phone:	812-349-3711
Trail and location:	B-Line Trail at Showers Plaza
Closest street address:	just south of 8th St.
Closure type:	<input checked="" type="checkbox"/> Full closure <input type="checkbox"/> Partial closure - <i>at least half of trail width or 5 feet (whichever is greater) to remain open</i>
Purpose of work:	Repair paver damage from January water main break.
Will this project require excavation in or along the trail?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Date range for work:

Identify the exact date or date range during which the work will actually take place. A permit is not officially issued until the staff listed on the permit is contacted regarding the exact date the trail will be closed. If an exact date cannot be given at the time the permit is applied for, you must contact our office 72 hours before a closure begins.

Starting Wednesday, Feb. 21 - repairs are expected to take two weeks but could take a little longer depending on weather.

Duration/Time of work (what times & for how long will the trail remain closed?):

Standard closure hours are MON-FRI 9:00AM-3:00 PM and 6:00PM-9:00PM. BMC 14.09.040 allows work from 6am to 10pm without violating the noise ordinance. If exact dates cannot be given on the application, staff must be contacted 72 hours before a closure begins to allow for appropriate notification.

Full-time closure for duration.

Please explain the measures (cones, barrels, flaggers, Type 3 barricades, etc.) you will take to keep trail users safe:

See diagram. Orange jersey barriers will close the trail at each end of the closure.

Is a detour proposed? Yes No

If yes, please upload a maintenance of traffic plan/map showing how an alternative route will be routed and signed using MUTCD-approved practices. If e-mailing, you can include this attachment with your e-mail. For certain total trail closures, the applicant must submit a MUTCD-compliant maintenance of traffic plan. Certain closures require Board of Park Commissioners approval, so approval times may vary.

Additional comments can be made below or attached if needed.

See attached map.

Permits will be considered expired one year after being issued if work has not begun.

Indemnification Agreement

The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damage and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the use of public facilities pursuant to this permit grant.

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE.

Print Name: N/A - internal closure.

Signature: _____

Date: _____

For administration use only (applicable to CLOSURE approval)

Approved by: _____ Park Board Parks Ops. Dir. Date: _____

Staff Representative:  Phone#: 812-349-3711 Date: 2/20/24

Engineering Representative: Kyle Baugh Phone#: 812-325-8766 Date: 2/20/24



C-17 Agenda item

Admin. Approval: TS
Date: 2/20/24

TO: Board of Park Commissioners
FROM: Scott Pedersen, Youth Sports Coordinator
DATE: February 27, 2024
SUBJECT: APPROVAL OF PARTNERSHIP AGREEMENT WITH BLOOMINGTON FOOTBALL CLUB


Recommendation

Staff recommends approval of this agreement. We estimate invoicing this partner for about \$11,000 hourly field rentals in 2024. We invoice this type of partner after each session (Spring, Summer, Fall).

Background

The Bloomington Football Club provides an affordable and effective youth soccer program, designed to introduce beginner participants to the sport as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement. BFC provides soccer to over 450 youth participants at Winslow Sports Complex. The program will begin in late March, 4-5 days a week, and conclude in November.

RESPECTFULLY SUBMITTED,



Scott Pedersen, Youth Sports Coordinator



**COOPERATIVE SERVICE AGREEMENT
PROGRAM PARTNERSHIP**

This Agreement, made and entered into this 27th day of February, 2024, by and between the Bloomington Parks and Recreation Department ("Parks") and Bloomington Football Club ("BFC"), WITNESSETH:

WHEREAS, both Parks and BFC wish to provide an opportunity for the Bloomington/Monroe County community to participate in specialized recreation programs that are designed to meet the needs of youth in the community and to promote health and well-being through participation in cooperative and competitive recreation programs, and a partnership between Parks and BFC is in the public interest; and

WHEREAS, there is an apparent need for a recreational youth soccer program, and Parks and BFC desire to cooperate in the provision of a youth soccer program for the general public; and

WHEREAS, BFC is capable to perform such services, and has a history of operating an inclusive program that serves the needs of the Bloomington community, and has a good record of cooperation with Parks; and

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

WHEREAS, services provided by each party will reflect on the other, so clear communication and an outline of expectations is necessary;

NOW THEREFORE, the parties do mutually agree as follows:

- 1. Purpose of Agreement.** This agreement outlines a program partnership which will provide an affordable and effective youth soccer program, designed to introduce beginner participants to the program as well as to provide for skill advancement, for the Bloomington community by combining available resources from each party to the agreement.
- 2. Duration of Agreement.** This agreement shall be in full force and effect from the date of approval of both parties until November 10, 2024, unless terminated earlier as provided herein.
- 3. Duties of Parks.** Parks agrees to:

- a. Allow BFC access to Winslow Field 5 on a first priority basis.
- b. Allow BFC access to Winslow Field 5 and Field 6 (when not being used for baseball) specified on the dates and at the times set forth at the beginning of the season at the partnership rates:

Winslow Sports Complex:

Practice/Games (excludes field lining) \$16.00 per hour

Practice/Games with lights (excludes field lining) \$20.00 per hour

Olcott Park:

Practice/Games (excludes field lining) \$16.00 per hour

Practice/Games with lights (excludes field lining) \$20.00 per hour

- c. Provide facility maintenance including trash pick-up and removal, cleaning, deodorizing, maintaining and stocking restrooms, and upkeep of buildings and common areas.
- d. Provide sport field lighting on Field 5 and 6 and parking lot lighting until 10pm for Winslow Field reservations.
- e. Provide turf management including seeding, fertilizing, aerifying, weed control, turf rolling, and mowing. All Turf Management shall be at the discretion of the Parks department. Turf Management shall include, but is not limited to:
 - 1. Providing seeding, fertilizing, aerifying, turf rolling, and weed control services at least twice a year and whenever it is reasonably necessary based upon field and weather conditions. Mowing shall be provided based upon turf conditions.
 - 2. Providing mole/vole remediation services to eliminate moles and voles from the fields. In addition, Parks will provide services to repair areas of the turf damaged by voles and moles and other creatures as these holes pose a risk to youth soccer players. BFC programming may be affected as portions of the field may be closed off to mitigate mole/vole damages. Parks will notify BFC as soon as reasonably possible and will attempt to find alternative space in accordance with paragraph 12(G). All of these decisions will be at the discretion of the Parks department.
 - 3. Repair any breaks in irrigation that adversely affect Winslow Field reservations in a timely manner.
- f. Provide a weather information Hotline. Parks has the authority to cancel or delay events in progress or prior to their start due to inclement weather or hazardous conditions. These decisions will be communicated on the Youth Sports Hotline (812) 349-3610 option #2.
- g. Suspend play in progress when required by Parks. Parks has the sole authority to suspend play in progress due to inclement weather. In the event that BFC is not

comfortable with resuming play after an all clear is given from a Parks representative, BFC may decide to cancel play and that will be communicated on the hotline.

- h. Provide a storage room for BFC program supplies at Winslow Sports Complex and at Olcott (specifics regarding Olcott storage are outlined in paragraph 12(k) of this agreement). Parks is not responsible for stolen or damaged supplies.
- i. Provide a Facility Supervisor on site to open and close the facility and assist with facility-related matters at the Winslow Sports Complex. The Facility Supervisor is the point of contact for access to the defibrillator for Winslow Sports Complex.
- j. Provide the services of the Youth Sports Coordinator as a liaison, consultant and contact person between the facilitated user group and the Bloomington Parks and Recreation Department.
- k. Respond to citizen reports to Parks staff or made via uReport (<https://bloomington.in.gov/ureport/>) within 24 hours of receipt.
- l. Allow play on coned off parking lot area if fields are unplayable.
- m. If BFC has provided Parks with instructions regarding the painting plans, Parks shall provide initial lining of 2 soccer fields pursuant to BFC request on Winslow Field 5 by March 23, 2024.
- n. Allow BFC to hang sponsor banners on fencing of Winslow Field 5.

4. Goals and Duties of BFC. The goals of BFC are to offer a recreational youth soccer program for the community at large, introduce and publicize BFC to the public, and provide programming for children of BFC. BFC hereby agrees to:

- a. Maintain close contact with the Youth Sports Coordinator.
- b. Purchase field line paint and line as deemed necessary by BFC. BFC may utilize Parks' paint machine pursuant to the terms outline in paragraph 12(e).
- c. BFC also agrees to have all adults involved with the program submit to a local and state criminal history check and for each head coach to submit to a coaching education course that provides training on how to spot sexual misconduct, physical or emotional abuse misconduct, and mandatory reporting training. Parks can provide a list of approved programs to the Contractor for their consideration. Any program must be approved by Parks. SafeSport is an acceptable program.
- d. Collect fees and pay monthly field usage fees as specified in the above rates. Failure to cancel reserved times and dates, at least two weeks in advance, will result in charge for initial reservation. Failure to pay fees by the date specified on invoices will result in a late charge of \$100 for each month late and denial of access to facilities. The payment is due 30 days from receipt of invoice. (The Winslow

Sports Park averages \$200,000 subsidy yearly. For every dollar spent at Winslow, the Board of Park Commissioners has set a goal of collecting thirty cents of that dollar. Therefore, payment must be made by the due date and in a timely manner.)

- e. If Parks provides BFC with a logo for printing, BFC will list the Parks and Recreation Department on all publicity and promotional materials developed by BFC as a “partner” or “in partnership with.” A copy of any promotional materials should be submitted to the Parks and Recreation Department’s Youth Sports Coordinator for copying prior to distribution to the public. This provision excludes all jerseys and team gear. Existing publicity and promotional materials are grandfathered in and may continue to be used. BFC may print a parks emblem (to be provided by Parks) and attach it to their existing banners.
 - f. Refer any citizen concerns, reports or problems regarding the facility, improvements to the facility, services provided by staff or other issues to Parks on the designated form within 24 hours of observation. Forms are available through uReport Bloomington (<https://bloomington.in.gov/ureport/>), the on-site supervisor, or Parks.
 - g. Obtain legally binding liability waivers from all participants which release the City of Bloomington, its Parks and Recreation Department, and its employees, officers and agents from any claims that may arise from participation in activities anticipated by this Agreement. To the extent that BFC fails to secure such waivers, it shall hold Parks and the City of Bloomington harmless from any and all such claims.
 - h. Name the City of Bloomington as additional insured on its general liability policies and shall provide Parks with certificate of insurance prior to March 25, 2024.
 - i. Refrain from operating vehicles or other equipment on-site while participants are present.
5. **Behavior.** The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction. Parks and BFC shall start negotiating terms for a 2025 partnership agreement, if desired, no later than December 2024.
6. **Parks Review of BFC Program.** BFC is recognized as having the ability to conduct the youth soccer program safely and effectively. Parks shall have the right to review risk management, agreement terms, coaching, player behavior and service quality issues.
7. The possession of alcoholic beverages, drugs and other illegal controlled substances is strictly prohibited in any park or park facility. Amplified music, or the promotion or sale of any article is expressly prohibited without a Special Use Permit
8. Pursuant to Bloomington Municipal Code 14.20.020, the discharge of a firearm is strictly prohibited within the City’s jurisdiction. Moreover, per Indiana Code 35-47-11.1-4(10), a person or organization who rents space in a Parks facility may develop and implement, at

its own discretion, rules of conduct or admission regarding the possession, carrying, and storage of firearms, upon which attendance at and participation in its activities is conditioned. If a person or organization who rents space in a Parks facility develops such a policy for its activities, it will be responsible for implementation and enforcement of such a policy, and it shall provide a copy of the policy to the City.

9. Notice and Agreement Representatives.

Notice regarding any significant concerns and/or breaches of agreement shall be given to those contacts as follows:

BFC President
Jeremy Sweet
905 S. Hawthorne Dr.
Bloomington, IN 47401
(812)345-0278

Bloomington Parks and Recreation
Scott Pedersen
P.O. Box 848
Bloomington, IN 47402
(812) 349-3774

Agreement representatives for the day to day operations and implementation of this agreement shall be:

Jeremy Sweet
BFC President
(812)345-0278

Scott Pedersen
Youth Sports Coordinator
(812) 349-3774

10. Termination. The parties may terminate this Agreement prior to its expiration by mutual written agreement. In the event that one of the parties breaches any of its terms and conditions, the breached party may terminate this Agreement by serving written notice of the breach to the other party by certified mail. The breaching party shall then have ten days from the date of the notice in which to cure the breach. If the breaching party fails to correct the breach within ten days, the breached party may, at its option and in writing, unilaterally terminate the Agreement.

11. Insurance and Indemnity. BFC shall maintain comprehensive general liability insurance, with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the City of Bloomington Parks and Recreation Department as an additional insured, and BFC shall provide Parks with a certificate of insurance prior to the commencement of operations under this Agreement. BFC and its insurer shall notify Parks within ten (10) days of any insurance cancellation.

Each party agrees to release, hold harmless and forever indemnify the other party and its employees, officers and agents from any and all claims or causes of action that may arise from its reckless, negligent or intentional acts or failure to act in performance of this Agreement. This includes claims for personal injury, property damage, and/or any other type of claim which may arise from these activities, whether such claims may be brought by the parties or any third party.

12. Additional Agreements.

- a. Winslow Field 5 shall only be used by BFC for trainings, scrimmages, and club friendlies. The City will not expand the Winslow Field 5. Any competitions beyond a scrimmage or friendly (e.g., league or tournament play) may be additionally scheduled at Olcott.
- b. The Winslow Field 5 fences must remain as they are; BFC shall not alter the fences.
- c. BFC shall move goals and other equipment off of Winslow Field 5 after a practice or match anytime they receive notice from the City prior to the start of that practice or match, provided that Parks have provided at least 72 hours' notice to BFC to allow BFC to coordinate removal of their equipment.
- d. The Winslow Field 6 priority use is as a baseball field. However, if no one is using Winslow Field 6, BFC may use the grass areas only for practice or warming up.
- e. Parks will allow BFC to use the battery powered paint sprayer to line soccer fields at any Parks property that BFC is renting under this agreement. BFC has treated the paint sprayer well in the past; BFC shall continue to clean the lines of the paint sprayer after each use. Should the paint sprayer break, Parks will make the decision whether or not to fix or replace the paint spraying machine.
- f. Parks will purchase dirt and fill in holes on Field 5 on an as-needed basis and whenever Parks deemes necessary.
- g. Field 5 infield area will be closed off starting June 15, 2024 to repair any turf damages which includes, but is not limited to aerifying, seeding, fertilizing, and mitigating soil inconsistencies. BFC is to stay off this portion of Field 5 when this work is being performed. Parks expects that this work could run from June 15, 2024 through the duration of this Agreement; however, if the work is completed before the duration of this Agreement, Parks will notify BFC when they can play on the infield area on Field 5.
- h. Should field maintenance interrupt BFC programming, Parks will work with BFC in an attempt to find an available and suitable alternative location for BFC's activities.
- i. Parks shall list BFC as an approved partner in all applicable marketing and advertising material where partners are generally listed.
- j. BFC may paint the football field or North Field at Olcott Park until July 1, 2024. BFC understands that Jackson Creek (MCCSC) has priority at Olcott Park.
- k. Olcott Park- BFC will have access to store equipment (cones/soccer balls) in the Olcott Concession Building. BFC can store soccer goals behind football score tower (Parks is not responsible for lost, stolen or damaged goals/equipment). Parking will be limited to Olcott parking lot (not on the grass) or Jackson Creek Middle School parking.

- l. BFC may seek permission from MCCSC for additional storage/use of Olcott, subject to approval by Parks.
- m. BFC may sell food and drinks at their activities using their own equipment, including tables, assuming that they apply for and receive a permit and follow City policies. BFC will not have access to additional spaces for concession activities or the designated concession facilities under this agreement.
- n. Parks is not liable for any of BFC’s items that are lost, stolen, or damaged while stored at a Parks facility.

13. **Non Discrimination**

BFC 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. BFC 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 BFC believes that a City employee engaged in such conduct towards BFC and/or any of its employees, BFC 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/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.

14. **E-Verify Affidavit**

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

BFC

BLOOMINGTON PARKS AND RECREATION

By: _____
Jeremy Sweet, President

By: _____
Tim Street, Director
Bloomington Parks and Recreation

Kathleen Mills, President
Board of Park Commissioners

DocuSigned by:
Margie Rice

E9A0FAE49B82413
Margie Rice, Corporation Counsel

City of Bloomington

EXHIBIT "A"

AFFIDAVIT REGARDING E-VERIFY

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 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 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 knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

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 _____, 2024.

My Commission Expires: _____

Notary Public

County of Residence: _____

Name Printed

Commission Number