



Per Executive Order by the Governor this meeting will be conducted electronically. The public may access this meeting at the following link:

<https://bloomington.zoom.us/j/98980723152?pwd=Si92MIYxc0RreDIyWHZZdHpnoEFoUT09>

AGENDA

City of Bloomington Board of Park Commissioners
Special Meeting, Tuesday, September 1, 2020 5pm – 5:30pm

ZOOM MEETING

CALL TO ORDER - ROLL CALL

A. CONSENT CALENDAR - NONE

B. PUBLIC HEARINGS/APPEARANCES

B-1. Public Comment Period (for topics not on the agenda)

C. OTHER BUSINESS

C-1. Review/Approval of Public Health in Parks partnership agreement with IU Health Bloomington, Monroe County Health Department and Centerstone Inc.

(Jess Klien)

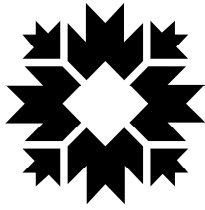
C-2. Review/Approval of addendum to 2020 Centerstone partnership agreement for the expansion of the program per Recovery Forward funding

(Paula McDevitt)

ADJOURNMENT

Statement on public meetings during public health emergency: As a result of Executive Orders issued by the Governor, the Council and its committees may adjust normal meeting procedures to adhere to guidance provided by state officials. These adjustments may include:

- allowing members of the Council or its committees to participate in meetings electronically;
- posting notices and agendas for meetings solely by electronic means;
- using electronic meeting platforms to allow for remote public attendance and participation (when possible);
- encouraging the public to watch meetings via Community Access Television Services broadcast or FB livestream, and encouraging remote submissions of public comment (via email, to mcdevitp@bloomington.in.gov or during FB livestream).



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-1
Date: 8/27/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Jess Klein, Health/Wellness Coordinator
DATE: September 1, 2020
SUBJECT: REVIEW/APPROVAL OF PUBLIC HEALTH IN PARKS PARTNERSHIP AGREEMENT

Recommendation

Staff recommends the approval of the 2020 partnership agreement with Bloomington Parks & Recreation, Monroe County Health Department, IU Health Bloomington, and Centerstone, Inc.

Background

The Parks & Recreation Department has collaborated individually with these organizations for many years and has programs and efforts currently underway. This specific agreement is to establish and support the new parks initiative known as Public Health in Parks. This program will come together as a result of a partnership among Bloomington Parks and Recreation Department (BPRD), IU Health Bloomington, Monroe County Health Department, and Centerstone, Inc. The partnership will support the creation of a new part-time position within BPRD, community health and harm reduction programming in the parks, the support from Centerstone Street Outreach, and a cohesive, innovative approach to addressing public health.

The initiative is to begin September 4th, 2020 and continue through November 27th, 2020. The respective teams will meet in March 2021 to evaluate the program and reallocate use of funds as necessary. All parties acknowledge the importance of this project and the innovation required to sustain it, as well as the collective benefit to the greater Bloomington community.

RESPECTFULLY SUBMITTED,

Jess Klein, Health & Wellness Coordinator



COOPERATIVE PROGRAM PARTNERSHIP AGREEMENT

Partner(s):

This Agreement (“Agreement”) is made and entered into on the date last signed by a party below (“Effective Date”) by and among the City of Bloomington Parks and Recreation Department (“BPRD”), Indiana University Health Bloomington, Inc. (“IU Health Bloomington”), Monroe County Health Department (“MCHD”), and Centerstone of Indiana, Inc. (“CS”) (collectively, the “Parties” and individually a “Party”)

WITNESSETH:

WHEREAS, there is a need to provide programs which promote social, physical, emotional, mental, and environmental health in the community; and

WHEREAS, the BPRD, MCHD and IU Health Bloomington desire to cooperate in the provision of community health education collaboration programs; and

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

WHEREAS, MCHD, IU Health Bloomington, and CS are authorized to provide harm reduction, public health resources and connection to social services; and

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

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 staffing, public health education, harm reduction, and connection to social services by combining available resources from each Party in the Agreement.
- 2.0 Duration of Agreement.** The term of this Agreement shall begin upon the Effective Date and run through December 31, 2020, unless terminated earlier as provided under Section

8, below (“Term”). The Parties may agree to extend the Term of the Agreement in writing signed by the Parties.

3.0 Bloomington Parks & Recreation Department Obligations. In addition to any other applicable requirements in this Agreement, BRPD will perform the following:

- 3.1 BPRD agrees to create a new, seasonal part-time position to monitor Seminary, Switchyard, Butler and Building Trades parks.
- 3.2 BPRD will coordinate the Public Health in Parks program (“Program”) by maintaining consistent quality communications and relations with the Parties.
- 3.3 BPRD will assist IU Health Bloomington, MCHD, and CS with any set-up assistance as staffing availability allows.
- 3.4 BPRD agrees to provide \$20,000 to CS which will be allocated towards 75% of the salary of one street outreach team member from CS.
- 3.5 BPRD will provide CS with a checklist for each park to include action items and daily tasks.
- 3.6 BPRD agrees to provide basic supplies such as: water, sunscreen, tent, table, and chairs.
- 3.7 BPRD agrees to provide additional supplies such as: disposable masks and gloves, sanitizing products, winter accessories, and snacks as budget allows.
- 3.8 BPRD will share regular updates to the Parties at least once a month to keep all Parties informed on status, successes and challenges of the Program.

4.0 Indiana University Health Bloomington, Inc. Obligations. In addition to any other applicable requirements in this Agreement, IU Health Bloomington will perform the following:

- 4.1 At IU Health Bloomington’s reasonable discretion, IU Health Bloomington agrees to provide community health services such as: HIV and Hepatitis C screenings, and influenza vaccine clinics (when available) as staff and supplies allow.
- 4.2 At IU Health Bloomington’s reasonable discretion, IU Health Bloomington will consider supporting the Program as part of their annual “Service Saturday” by distributing surplus hygiene kits at Program sites to the extent such a surplus exists.
- 4.3 At IU Health Bloomington’s reasonable discretion, IU Health Bloomington will contribute to the Program with additional resources as deemed appropriate.

5.0 Monroe County Health Department Obligations. In addition to any other applicable requirements in this Agreement, MCHD will perform the following:

5.1 MCHD agrees to provide health education and harm reduction resources to park users.

5.2 MCHD will distribute public health supplies such as wound care items and personal sharps containers as available to park users.

6.0 Centerstone Obligations. In addition to any other applicable requirements in this Agreement, CS will perform the following:

6.1 CS agrees to dedicate one street outreach team member to the Program.

6.2 CS agrees that 75% of this outreach staff person's total work time will be dedicated to the Program.

6.3 CS agrees to assist the Park Liaison with making connections to the STRIDE Center and other social services in Bloomington.

7.0 General Terms and Conditions:

7.1 All Parties agree to the approximate timeline as follows:

August 2020: Partnership finalized

September 2020: Public Health in Parks Program begins

November 2020: Program concludes

December 2020: Evaluate Program and partnership; identify areas for changes

January 2021: Update partnership document as deemed necessary and submit to Park Board for renewal

7.2 All Parties will share the Program with relevant community partners to gain support for the initiative, and educate the community on risk reduction efforts.

7.3 The main locations for the initial year of this Program will be: Seminary, Switchyard, Butler, and Building Trades Parks. With Seminary Park being highest priority.

7.4 All Parties agree that the priority locations are subject to change and may fluctuate.

7.5 All Parties agree that the working hours for the Park Liaison are subject to change and may fluctuate as Park usage requires.

7.6 Parties agree the Program will be evaluated based on: data on syringes collected in parks, number of public comments received about sites, input from community

partners, and overall engagement of park users.

- 7.7** All Parties agree to remain in frequent and open communication with other Parties throughout the duration of the Program.
- 7.8** The Parties will meet on a mutually agreed upon date/time in December 2020 to evaluate this Agreement and the services provided by the Parties.
- 7.9** The staff and personnel of each Party 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.
- 7.10** The commitment of personnel, facilities, supplies will be honored according to the timetable agreed upon by all Parties.
- 7.11** Each Party and its representatives, agents, employees and contractors agree to comply with all applicable federal, state and local laws and regulations in the performance of any duties, obligations or responsibilities related to this Agreement ("Applicable Laws"). Any Party and its respective representatives, agents, employees and contractors that enter any IU Health Bloomington premises on behalf of such Party in performance of the Agreement must be acceptable to IU Health Bloomington in its sole discretion, and shall comply with all of IU Health Bloomington's policies and procedures. Any Party and its respective representatives, agents, employees and contractors that enter any BRPD premises on behalf of such Party in performance of the Agreement must be acceptable to BRPD in its sole discretion, and shall comply with all of BRPD's policies and procedures.
- 7.12** To the extent allowable under Applicable Law, each Party hereto (as the "Indemnifying Party") agrees to indemnify and hold harmless the other Party (as the "Indemnified Party") and its affiliates, directors, officers, employees and agents from and against any losses, judgments, claims, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively "Losses") asserted against the Indemnified Party and resulting from the Indemnifying Party's breach of its obligations under this Agreement or the negligent act or omission or willful misconduct of the Indemnifying Party or its directors, officers, employees, or agents in connection with this Agreement.

8.0 Termination.

- 8.1** Termination by Mutual Agreement: The Parties may mutually agree to terminate this Agreement in writing signed by both Parties.
- 8.2** Termination for Cause: 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. The breaching Party shall then have

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

8.3 Termination for Convenience: A Party to this Agreement may terminate this Agreement without cause by providing the other Parties at least sixty (60) days prior written notice of termination.

8.4 Notwithstanding the foregoing, in the event that: (i) there is any change in the Applicable Law such that this Agreement does or may violate the Applicable Law, or (ii) a Party to this Agreement has the reasonable belief that this Agreement does or may violate the Applicable Law, then the Parties shall use their best efforts to reform or reorganize their relationship and this Agreement so as to be in compliance with the Applicable Law; provided, however, that in the event after review of the Applicable Law and good faith negotiation, the Parties are unable to avoid such violation or potential violation, then a Party may immediately terminate this Agreement upon written notice to the other Parties.

9.0 Notice:

9.1 All notices, requests, demands, and other communications that may or are required to be given under this Agreement will be in writing and will be deemed to have been duly given on the date of delivery if personally delivered on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given by certified mail, return receipt requested, and properly addressed as follows:

Becky Higgins
(812) 349-3713
Bloomington Parks & Recreation
Bloomington 401 N. Morton St.
Bloomington, IN 47402

Carol Weiss-Kennedy
(812) 353-9371
IU Health
333 E Miller Dr
Bloomington, IN 47403

Kathy Hewett
(812) 349-2722
Monroe County Health Department
119. 7th St
Bloomington, IN 47404

Greg May
(812) 337-2237
Centerstone
645 S. Rogers St
Bloomington, IN 47403

9.2 Representatives for the day to day operational implementation of this agreement are:

Jess Klein
(812) 349-3700
Bloomington Parks & Recreation
401 N. Morton St.
Bloomington, IN 47402

Carol Weiss-Kennedy
(812) 353- 9371
IU Health Bloomington
601 W. 2nd Street
Bloomington, IN 47403

Kathy Hewett & Melanie Vehslage
(812) 349-2722/7345
Monroe County Health Department
119 W. 7th St
Bloomington, IN 47404

Greg May
(812) 337-2237
Centerstone
645 S. Rogers St
Bloomington, IN 47403

[Remainder left intentionally blank; Signatures to follow]

IN WITNESS WHEREOF, the authorized representatives of each Party have signed this Agreement on the dates set forth below.

INDIANA UNIVERSITY HEALTH BLOOMINGTON, INC.

Brian Shockney
President & Chief Executive Officer

Date

MONROE COUNTY HEALTH DEPARTMENT

Penny Caudill
Health Administrator

Date

CENTERSTONE OF INDIANA, INC.

Suzanne Koesel
Chief Executive Officer

Date

CITY OF BLOOMINGTON

Paula McDevitt
Administrator, BPRD

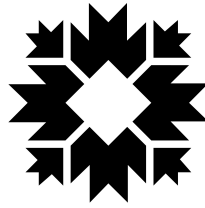
Date

Kathleen Mills
President, Board of Park Commissioners

Date

Philippa Guthrie
Corporation Counsel

Date



CITY OF BLOOMINGTON
Parks and Recreation

STAFF REPORT

Agenda Item: C-2
Date: 8/27/2020

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: **September 1, 2020**
SUBJECT: **ADDENDUM TO 2020 CENTERSTONE SERVICE AGREEMENT PROGRAM PARTNERSHIP**

Recommendation

Staff recommends approval of the addendum to the 2020 Centerstone Service Agreement Program Partnership

Background

This partnership was piloted in 2017 with focus on the high volume parks in the downtown area including Seminary Park, Peoples Park, Building Trades Park and Rev. Ernest D. Butler Park. It has successfully operated for three seasons. Golf course and landscaping operations were added to the partnership in 2018. The board approved the 2020 partnership agreement on March 24, 2020.

The addendum to the agreement is to expand the number of crew members to the partnership. Funding for the expansion is from the recently Recovery Forward funding approved by the Bloomington City Council on August 12, 2020. The project received \$50,000 towards the expansion to be used September 2020 – November 30, 2020.

Expansion of the program outlined in Section 8 of the addendum includes crew assigned to park maintenance; Switchyard Park landscaping; playground sanitation; and maintenance at several Sport Division facilities.

RESPECTFULLY SUBMITTED,

Paula McDevitt, Administrator

**ADDENDUM
TO
COOPERATION SERVICE AGREEMENT
PROGRAM PARTNERSHIP**

This Addendum to Cooperation Service Agreement Program Partnership is entered into this ____ day of _____, 2020, by and between the City of Bloomington Parks and Recreation Department and Centerstone.

WHEREAS, on March 24, 2020, the City of Bloomington Department of Parks and Recreation (the “BPRD”) and Centerstone (“CS”) entered into that certain *Cooperation Service Agreement Program Partnership* (“Agreement”) to provide an opportunity for CS clients to work for CS in BRPD parks by combing available resources from each party to the Agreement; and

WHEREAS, BPRD and CS desire to cooperate in a park maintenance crew, landscaping crew and Cascades Golf Course crew; and

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

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

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

Article 1. To add to **Section 3.2** of the Agreement a Subpart “8. Recover Forward Funding:” to reflect the addition of landscaping and park maintenance crew such that section 3.0 shall now read as follows:

3.0 Bloomington Parks & Recreation:

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

3.2 BPRD agrees to:

1. Designate Seminary Park, Peoples Park, Butler Park, Building Trades Park, the Waldron, Hill and Buskirk Park and along Kirkwood Ave. between Indiana and Walnut Streets as sites for the park maintenance crew. (Monday – Friday 1pm-5pm March 30, 2020 – October 30, 2020).
2. Under the direction of City Landscaper designate landscaping areas and

tasks for the landscaping crew (Tuesday, Wednesday, Thursday; 7:30am – 3:30pm; March 31, 2020 – October 29, 2020).

3. Under the directions of the Cascades Golf Course Manager designate ground keeping duties such as landscaping pruning, weed pulling, debris removal, bunker weeding, raking leaves, painting, litter pick-up and other related duties. (Tuesday and Thursday; 8am – 12pm; April 7, 2020 – October 15, 2020).
4. To provide on-site training for the CS park maintenance, landscaping, and Cascades Golf Course crew.
5. Provide maintenance equipment and supplies necessary to maintain the designated parks, landscaped areas and Cascades Golf Course.
6. Provide personal protection equipment for members for the CS park maintenance, landscaping and Cascades Golf Course crew.
7. Pay CS invoiced amounts for labor costs of the Parks seasonal employment program. Amounts not to exceed an hourly rate of \$13.21 per hour, plus FICA for park maintenance, landscaping crew positions and Cascades Golf Course crew.
8. Recover Forward Funding:

Designate work assignments in Operations Division: 7 Laborers each working 24 hours per week for 13 weeks at a rate of \$13.21/hr (T/W/TH; September 2020 – November 2020). Location of work and/or Scope of work: Landscaping: 3 at Switchyard Park; 2 Landscaping at general locations; 2 Sanitization of playgrounds.

Designate work assignments in Sports Division: 2 Laborers each working 12 hours per week at a rate of \$13.21/hr (Mornings 3 days per week; September 2020 – November 2020). Location of work and/or Scope of work: Twin Lakes Softball Complex, grounds keeping; Twin Lakes Recreation Center, indoor work; Winslow Sports Park, landscaping and grounds keeping work.

2 Crew Supervisors – \$13.21/hr

Article 2. To add terms to **Section 4.2** of the Agreement to reflect the addition of landscaping and park maintenance crew such that **Section 4.0** shall now read as follows:

4.0 CENTERSTONE Agrees to:

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

4.2 CS agrees to:

- Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews.
- Provide the following number of employees per area:
 - o Cascades Golf Course: 3 employees; total of 8 hours per week per employee.
 - o Park Maintenance Crew: 4 employees; total of 20 hours per week per employee.
 - o Landscaping Crew: 4 employees; total of 24 hours per week per employee.
- Invoice Parks twice per season for labor costs from March 30 – June 30 and July 1 – October 31 at a reimbursement rate of \$13.21 per hour plus FICA depending on the positions filled and hours worked.
- Provide separate invoices for each of the three areas: Cascades Golf Course, Landscaping and Park Maintenance.
- Provide transportation to the sites (People’s Park, Seminary Park, Building Trades Park, Butler Park, the Waldron, Hill and Buskirk Park and along Kirkwood Ave between Indiana and Walnut St.), Operations Center, and Cascades Golf Course
- Provide a Supervisor to transport and supervise crew on site
- Have substitute workers available to fill in or permanently take a spot on the crew
- Address behavioral issues that come up at sites
- Complete maintenance log daily per site
- Communicate with designed park staff on issues, progress, and supply needs
- Provide the following number of employees per area:
 - 7 Laborers each working 24 hours per week for 13 weeks at a rate of \$13.21/hr (T/W/TH; September 2020 – November 2020) – Operations Division.
 - 2 Laborers each working 12 hours per week at a rate of \$13.21/hr (Mornings 3 days per week; September 2020 – November 2020) – Sports Division.
 - 2 Crew Supervisors – \$13.21/hr
- Invoice Parks for labor costs from September 2020 – November 2020 at a reimbursement rate of \$13.21 per hour plus FICA depending on the positions filled and hours worked.

Article 3. Modification: All other terms of the Agreement not expressly modified herein remain in full force and effect. Any other modification to said Agreement shall be in writing.

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

CENTERSTONE:

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON:

Paula McDevitt, Administrator, BPRD

Date

Kathleen Mills, President,
Board of Park Commissioners

Date

Philippa M. Guthrie, Corporate Counsel

Date