



Department of
Community Investment

Redevelopment Commission Agenda Item

DATE: 2 / 08 / 2018
FROM: Tim Corcoran, Director of Planning
SUBJECT: Library Block Master Plan

PURPOSE OF REQUEST:
Specifics:

The Department of Community Investment is requesting a sum of \$25,000 from the Riverwest TIF to engage a consultant in partnership with the St. Joseph County Library and the Community Foundation of St. Joseph County to develop a master plan for the Library block.

The master plan will illustrate how and where the library will expand in the future while developing a vision for the remainder of the block. Through a joint selection committee that included the Library, Community Foundation and City representatives the highly distinguished New York firm, RAMSA (Robert A.M. Stern & Associates) was chosen from a pool of four top tier urban design and architecture firms.

INTERNAL USE ONLY: Project Code: _____
Total Amount new/change (inc/dec) in budget: \$25,000 _____; broken down by:
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Acct # _____ Amt: _____; Acct # _____ Amt: _____;
Going to BPW for Contracting? Y/N Is this item ready to encumber now? _____
Existing PO# _____ Inc/Dec \$ _____

DESIGN CONSULTING REIMBURSEMENT AGREEMENT

This Design Consulting Reimbursement Agreement (this “Agreement”) is made on February 8, 2018 (the “Effective Date”), by and between the South Bend Redevelopment Commission, governing body of the City of South Bend Department of Redevelopment, with offices at 1400 S. County-City Building, 227 W. Jefferson Blvd., South Bend, Indiana 46601 (the “Commission”), and the St. Joseph County Public Library, an Indiana municipal corporation, with offices at 304 S. Main Street, South Bend, Indiana 46601 (the “Library”) (each a “Party,” and collectively, the “Parties”).

RECITALS

A. The Library owns certain real property and improvements located within the River West Development Area (the “Area”) of the City of South Bend, Indiana (the “City”), commonly known as 304 S. Main Street (the “Property”).

B. The Library has undertaken or will undertake to procure certain design consulting services from Robert A.M. Stern Architects, LLP (the “Architect”), including the Architect’s preparation of conceptual plans for the further development of the Property and its surrounding vicinity, which includes certain parcels of real property owned by the Commission and commonly known as 307-327 S. Michigan Street (collectively, the “Work Product”).

C. The Commission exists and operates pursuant to the Redevelopment of Cities and Towns Act of 1953, as amended, being Ind. Code 36-7-14 (the “Act”).

D. Pursuant to Sections 12.2(a)(13) and 39(b)(3)(J) of the Act, the Commission is empowered to expend tax increment finance revenues to pay the costs of architectural services in connection with local public improvements supporting the redevelopment of the Area.

E. In furtherance of its purposes under the Act, the Commission desires to reimburse the Library for a portion of the Architect’s fees for delivering the Work Product, subject to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Library’s Retention of Architect. The Library will retain Robert A.M. Stern Architects, LLP, and no other firm, to prepare conceptual plans for the further development of the Property and its surrounding vicinity. This Agreement will terminate without further notice if the Library fails to enter into a written agreement with Robert A.M. Stern Architects, LLP, for such services (the “Consulting Agreement”) within thirty (30) days after the Effective Date of this Agreement.

2. Participation. The City Planner for the City (the “City Planner”) will have the right to participate in all meetings, telephone conferences, written communications, design charrettes, and other interactions between the Library and the Architect in connection with the Architect’s

engagement as the Library's design consultant. The Library will notify the City Planner (or his designee) in advance of all such opportunities to participate in the Architect's planning and design activities.

3. Payment; Limitation. In support of the Library's engagement with the Architect, the Commission agrees to pay the Library a total sum not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (the "City Portion") as partial reimbursement of the Library's costs under the Consulting Agreement. To request such reimbursement, the Library will submit to the City a written invoice including satisfactory documentary evidence that the Library previously paid the Architect the amount requested for reimbursement by the City, provided, however, that the City will not be required to make any payment to the Library under this Agreement if the City Planner is not satisfied with the Architect's Work Product.

4. Ownership and Use of Work Product. Subject to the terms of the Consulting Agreement between the Library and the Architect, the City acknowledges that the Library will have a non-exclusive license to use the Work Product delivered by the Architect to the Library. The Library agrees that the City will have the right to review, use, keep copies of, and otherwise share with the Library all Work Product at any time delivered by the Architect to the Library, provided the Architect consents in writing to such use by the City.

5. Compliance. The Library agrees that it will, at its own expense, observe and comply with all applicable statutes, laws, ordinances, requirements, orders, rules, and regulations of all governmental authorities in relation to its development of the Property, including its use of any of the Architect's Work Product.

6. Indemnification. The Library agrees and undertakes to indemnify and hold the City and the Commission, and their respective agents, officials, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City or the Commission may suffer or incur as a result of any claims or actions which may be brought by any person or entity arising out of the Library's use of or reliance upon the Work Product. Without limiting the foregoing, the Parties mutually acknowledge and agree that if any action is brought against the City or the Commission, or their respective agents, officials, employees, successors, or assigns, in connection with such use of or reliance upon the Work Product, the Library agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein.

7. Default. If the Library fails to cure any failure in or default of any of its obligations or covenants under this Agreement within ten (10) days after receiving from the Commission written notice of the same, the Commission may (a) terminate this Agreement and cease any payment to the Library (b) initiate any legal action or proceeding it deems appropriate to enforce the terms of this Agreement and/or (c) pursue any other remedy available at law or in equity. All of the Commission's remedies will be cumulative.

8. Assignment. The Library may not assign this Agreement or any of its rights hereunder to any other person or party. Any attempt by the Library to assign or otherwise convey any interest in this Agreement will be void and of no force or effect.

9. Relationship. The Library and the City mutually acknowledge and agree that the Architect will at all times be an independent contractor of the Library alone, and no act or omission to act by the Library or the Architect will in any way bind or obligate the City. The City and the Library hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Library and the City and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the Library and the City.

10. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the Parties.

11. Interpretation; Governing Law. Both Parties having participated fully and equally in the negotiation and preparation of this Agreement, this Agreement shall not be more strictly construed, nor shall any ambiguities in this Agreement be presumptively resolved, against either Party. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana.

12. Entire Agreement. This Agreement embodies the entire agreement between the Commission and the Library and supersedes all prior discussions, understandings, or agreements, whether written or oral, between the Commission and the Library concerning its subject matter.

13. Authority; Counterparts; Signatures. Each undersigned person signing on behalf of his/her respective Party certifies that he/she is duly authorized to bind his/her respective Party to the terms of this Agreement. This Agreement may be separately executed in counterparts by the Commission and the Library, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each executed this Design Consulting Reimbursement Agreement to be effective as of the Effective Date stated above.

SOUTH BEND REDEVELOPMENT
COMMISSION, governing body of the
City of South Bend Department of
Redevelopment

Marcia I. Jones, President

ATTEST:

Donald E. Inks, Secretary

ST. JOSEPH COUNTY PUBLIC LIBRARY,
an Indiana municipal corporation

Debra Futa, Library Director

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