

**MASTER AGENCY AGREEMENT BY AND BETWEEN
THE BOARD OF PARK COMMISSIONERS FOR THE CITY OF SOUTH BEND AND
THE CITY OF SOUTH BEND BOARD OF PUBLIC WORKS
FOR CALENDAR YEAR 2015**

THIS MASTER AGENCY AGREEMENT is made and entered into effective the 26th day of March, 2015, by and between the Board of Park Commissioners for the City of South Bend ("Park Board") and the City of South Bend, Indiana, a municipal corporation duly organized and existing pursuant to the laws of the State of Indiana, acting by and through its Board of Public Works ("BPW") for purposes of the Park Board designating the BPW to act as the Park Board's agent to undertake various construction and improvement projects ("Projects") located on, connected to or serving properties in which the Park Board has an interest ("Properties").

WITNESSETH:

WHEREAS, under the authority of Indiana Code 36-10-4-13, the Park Board is subject to Indiana Code 36-1-12 governing similar action taken by the BPW when adopting plans, giving notice, and receiving bids in the letting of a contract for public improvements or repairs under the jurisdiction of the Park Board; and

WHEREAS, the Park Board desires to enlist the services and support of the BPW to act as its agent with respect to the Projects which are located in or around the City of South Bend, Indiana connected to or serving properties in which the Park Board has an interest, and approving and authorizing the execution of this Master Agency Agreement; and

WHEREAS, it is anticipated that at meeting on April 14, 2015, the BPW will agree to act as agent for the Park Board and approved and authorized the execution of this Master Agency Agreement with the Park Board; and

WHEREAS, the Park Board and the BPW have been parties to certain Master Agency

Agreements in prior years and there exist uncompleted Projects from those prior Master Agency Agreements; and

WHEREAS, the Park Board and the BPW desire to enter into this Master Agency Agreement in order to permit the completion of existing commenced prior to the date of this Agreement and any new Projects during calendar year 2015 as described above; and

WHEREAS, the BPW desires to act as the agent of the Park Board for the purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Park Board and the BPW agree as follows:

1. The Park Board hereby empowers and appoints the BPW to act as the Park Board's agent for the limited purpose of contracting for materials and labor, and managing the completion of existing Projects and new Projects consistent with the powers granted to the Board of Public Works under Indiana law including, but not limited to, design, order, contracting for execution of all work required to improve or repair any real or personal property that belongs to or is used by the Park Board and the erection of all buildings and other structures needed for any public purpose.

2. The BPW shall select the contractors and sub-contractors, if any needed, and shall enter into contracts for Projects during calendar year 2015 all on behalf of the Park Board. The BPW shall manage each Project to completion and shall accept each Project on behalf of the Park Board as provided herein.

2. This Master Agency Agreement shall immediately terminate upon request by one party to the other or pursuant to the terms of any other agreement between the Park Board and the BPW or upon notice at least seven (7) days in advance of the date of termination of this Master Agency

Agreement. The authority and appointment herein contained is limited to the total cost for each of the Projects added by addendum hereto, as established by the award of contracts by the BPW to complete the Projects pursuant to this Master Agency Agreement.

3. The BPW hereby accepts the appointment as agent of the Park Board as described in Paragraphs 1 and 2 of this Master Agency Agreement.

4. The BPW shall award such contracts as are necessary to complete each of the Projects and shall execute all contracts pursuant to this Master Agency Agreement and on behalf of the Park Board.

5. The BPW, in the bidding of each contract, shall adopt specifications pertaining to the work to be performed, the timetable for the performance of the work, require performance, payment, and maintenance bonds as necessary or desirable, and such other matters as may be required by statute and/or the prevailing conditions in the South Bend community for public work, provided that such conditions, specifications and matters are consistent with the requirements set and approved by the Park Board. The BPW may make such modifications and amendments as may be required for the completion of each Project, consistent with the overall requirements set and approved by the Park Board, and may adopt such special conditions as may be required in its opinion to satisfactorily complete each Project, provided that such modifications, amendments or special conditions do not alter the character of each Project or reduce the value thereof.

6. The Park Board hereby empowers the BPW to assume full responsibility for obtaining all necessary licenses, inspections, zoning approvals and permits and for performing any and all acts necessary to comply with the applicable statutory and regulatory requirements regarding the completion of each Project.

7. The sole responsibility for completing the Projects shall be that of the BPW, which has

the sole responsibility to deal with contractors and subcontractors in the completion of the Projects. The BPW shall ensure that all components of the Projects are properly invoiced to and titled in the Park Board prior to the commencement of each Project.

8. The BPW shall have sole responsibility to inspect, on behalf of the Park Board, all aspects of the Projects although the Park Board reserves the right, at any time, to conduct such independent inspections as it deems appropriate. If any Project is not completed in accordance with specifications or is unsatisfactory for any reason, the BPW, during the term of this Master Agency Agreement, shall make any and all claims on account thereof against any responsible third party.

9. The Park Board hereby assigns to the BPW, during the term of this Master Agency Agreement, all its rights and benefits pursuant to any warranties, duties or obligations of any manufacturer, wholesaler, retailer, installer, contractor or subcontractor who provides any labor or materials for or in any of the Projects.

10. The BPW, on behalf of the Park Board, shall be responsible for processing all contractor claims for payment, consistent with its standard procedures.

11. The parties acknowledge that it is the responsibility of the Park Board, within the limits of Indiana Code 34-13-3, to carry, or cause others to carry, all risk insurance including bodily injury and property damage insurance and the BPW shall have no responsibility to obtain such insurance coverage.

12. The BPW shall accept each of the completed Projects on behalf of the Park Board.

13. The terms and conditions of this Master Agency Agreement shall inure to the benefit of and bind the respective parties hereto and their successors in interest and assigns, and no portion of this Master Agency Agreement may be assigned by any party without the prior written consent of the other party.

14. The agency provisions herein contained apply only as stated and shall not be deemed to create any partnership, joint venture or other enterprise of any type or nature between the South Bend Redevelopment Park Board and the South Bend Board of Public Works.

15. No amendment, modification or alteration of the terms of this Master Agency Agreement shall be binding unless duly executed by the parties hereto in writing, dated subsequent to the date hereof.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned execute this Master Agency Agreement to be effective as of the date first written above.

CITY OF SOUTH BEND,
BOARD OF PARK COMMISSIONERS

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VP
Ulinupe Bucallop

ATTEST:

Willie Corbett
Clerk

CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS

Gary Gilot, President

Kathryn Roos

David Reles
David Reles

Brian Pawlowski
Brian Pawlowski

Patrick Henthorn

~~Patrick Henthorn~~ ELIZABETH MARADIK

ATTEST:

Linda Martin
Linda Martin, Clerk

(Signature Page to Master Agency Agreement By And Between The City of South Bend Board of Park Commissioners And The City Of South Bend Board Of Public Works For Calendar Year 2015)

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date 3/27/15
 Name Bill Carleton Department Parks
 BPW Date _____ Phone Extension 4772

Required Prior to Submittal to Board

Legal Attorney Name M Schmidt
 Controller Controller review is required for all Contracts \$5,000.00 or more and
 greater than one year in length per the City Purchasing Policy
 Purchasing

Check the Appropriate Item Type – Required for All Submissions

Agreement Contract Proposal Addendum
 Professional Services Resolution
 Bid Opening Bid Award Req. to Advertise Title Sheet
 Quote Opening Quote Award
 Change Order No. _____ C/O & PCA No. _____ PCA
 Ease/Encroach. Traffic Control
 Other: _____

Required Information

Company or Vendor Name South Bend Parks Dept
 New Vendor Yes No If Yes, Approved by Purchasing
 Project Name Approve Master Agency Agreement
 Project Number _____
 Funding Source _____
 Account No. _____
 Amount \$ _____
 Terms of Contract _____
 Purpose/Description _____
 Required Contractor's Certification Form Attached (Non-Collusion, Non-Discrimination, Non-Debarment, E-Verify, Iran, etc.)

Required For Change Orders Only

Amount of Increase \$ _____
 Decrease \$ _____
 Previous Amount \$ _____
 Current Percent of Change: _____ %
 New Amount \$ _____
 Total Percent of Change: _____ %

Dispersal After Approval

Copy	Original	
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
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